

# THE NATIONAL ARCHIVES FEDERAL REGISTER OF THE UNITED STATES

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Washington, Friday, November 13, 1942

## The President

### EXECUTIVE ORDER 9269

**MODIFYING THE LIMITATION ON FIXED FEES WITH RESPECT TO CONTRACTS OF THE TREASURY DEPARTMENT FOR ARCHITECTURAL AND ENGINEERING SERVICES**

By virtue of the authority vested in me by the First War Powers Act, 1941, approved December 18, 1941 (55 Stat. 838), and deeming that such action will facilitate the prosecution of the war, it is ordered as follows:

1. The provision in paragraph 7 of Title II of Executive Order No. 9001, dated December 27, 1941,<sup>1</sup> limiting the fixed fee to be paid as a result of any cost-plus-a-fixed-fee contract entered into under the authority of that order, shall not apply to contracts for architectural or engineering services entered into by the Treasury Department for the accomplishment of any project, or portion of a project, for which funds are allocated to the Treasury Department from any appropriation to carry out the provisions of the act entitled "An Act further to promote the defense of the United States, and for other purposes", approved March 11, 1941 (55 Stat. 31); but the fixed fee to be paid for such architectural or engineering services under any cost-plus-a-fixed-fee contract for such services may be determined in accordance with such appropriate scale of fees as may be prescribed by the Secretary of the Treasury: *Provided*, that in no case shall any such fee exceed 4 per centum of the estimated cost (exclusive of all compensation for architectural or engineering services) to be paid by the Treasury Department from such allocated funds on account of the project in connection with which such services are employed.

2. Executive Order No. 9023 of January 14, 1942,<sup>2</sup> extending the provisions of the said Executive Order No. 9001 to contracts of the Treasury Department and

other Government agencies, is modified accordingly.

FRANKLIN D. ROOSEVELT

THE WHITE HOUSE,  
November 11, 1942.

[F. R. Doc. 42-11814; Filed, November 12, 1942;  
10:42 a. m.]

## Regulations

### TITLE 7—AGRICULTURE

#### Chapter VII—Agricultural Adjustment Agency

[ACP-1942-16]

#### PART 701—AGRICULTURAL CONSERVATION PROGRAM

SUBPART D—1942

Pursuant to the authority vested in the Secretary of Agriculture under sections 7 to 17, inclusive, of the Soil Conservation and Domestic Allotment Act, as amended, the 1942 Agricultural Conservation Program,<sup>1</sup> as amended, is further amended as follows:

Section 701.301 (b) (3) is amended by deleting item (vii) thereof and by renumbering item (viii) as item (vii).

Section 701.301 (j) is amended by adding at the end thereof the following new subparagraphs (5) and (6).

§ 701.301 *Allotments, yields, grazing capacity, payments, and reductions.* \* \* \*

(j) *Miscellaneous.* \* \* \*

(5) *Reallocation of allotments due to displacement of producers.* Except as otherwise provided herein, the crop allotment for any land which is removed from agricultural production because of acquisition by a State or Federal agency or for use in connection with the national defense program shall be available to the State committee for use in providing equitable allotments for farms (except peanut allotments on farms on

<sup>1</sup> 6 F. R. 4111, 5520, 5581, 6472; 7 F. R. 56, 57, 923, 1410, 1825, 2287, 2771, 3146, 5035, 7874, 4509, 8768.

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<sup>1</sup> 6 F. R. 6787.

<sup>2</sup> 7 F. R. 302.





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which no peanuts were grown in any of the years 1939, 1940, or 1941) operated by persons who were producers of such crop on the land so acquired. Insofar as possible the allotments for farms operated by such persons shall be comparable to the allotments for other farms in the locality taking into consideration the allotment for the farm on which the operator was located in 1941.

In the case of cotton and wheat, the allotment established, or which would have been established, for any land acquired in 1940 or thereafter by any Federal agency for national defense purposes shall be placed in a State pool and shall be used only for making equitable allotments for farms owned or acquired by owners dispossessed by a Federal agency because of acquisition of the farm for national defense purposes. The allotment made for any such farm, including farms on which such crop was not planted during any of the three years 1939 to 1941, shall compare with the allotments for such crops established for other farms in the same area which are similar except for the past acreage of such crop, taking into consideration the character and adaptability of the soil and other physical facilities affecting the production of the crop.

In the case of tobacco, the allotment established, or which would have been established, for any land acquired in 1940 or thereafter by any Federal agency for national defense purposes shall be placed in a state pool and shall be used only for making equitable allotments for farms owned or acquired by owners dispossessed by a Federal agency because of acquisition of the farm for national defense purposes. Upon application to the local committee, any person so dispossessed shall be entitled to have an allotment for any one of the farms owned or acquired by him equal to an allotment which would have been made to such farm plus the allotment which would have been made to the farm acquired by the Federal agency: *Provided*, That such allotment shall not exceed 50 percent of the acreage of cropland on the farm in the case of flue-cured tobacco, and 20 percent of the acreage of cropland on the farm in the case of other kinds of tobacco: *Provided further*, That this paragraph shall not apply so long

as there is any marketing quota penalty due and unpaid, or a failure to account for the disposition of tobacco produced on the farm acquired by a Federal agency, or if the allotment established for such farm in 1942 would have been reduced because of the false or improper identification of tobacco produced on or marketed from such farm.

Notwithstanding any other provision of this bulletin, the permitted acreage established for any crop on a farm operated in 1942 by a person who was a producer of such crop on a farm acquired by a state or Federal agency or for use in connection with the national defense program, shall be considered as an allotment and payment shall be computed thereon at the same rates and under the same conditions as provided for other farms for which allotments are determined.

(6) *Errors in measurement.* Where a farmer relied solely upon the measured acreage furnished to him in writing by the county committee in planning his 1942 farming operations or in adjusting his 1942 crop acreages, such measured acreage may be used in determining compliance with the provisions of the 1942 program even though it subsequently proves to be incorrect.

Section 701.303 (a) (1) is amended by adding at the end thereof the following new paragraph:

§ 701.303 *Division of payments and deductions—(a) Payments and deductions in connection with crop acreage allotments and restoration land.* (1) \* \* \* In cases where landlords, tenants, or sharecroppers have lost their interests in any crop for which special crop allotments are determined after planting but prior to harvest thereof, by reason of the acquisition of title to or lease of the farm for use in connection with the national war effort, the net payment (excluding any compensation for the loss of payment) or the net deduction computed with respect to such crops shall be divided among such persons in the same proportion that the county committee determines that such persons would have been entitled, as of the time of harvest, to share in the proceeds of such crops except for such acquisition of title or lease.

Done at Washington, D. C., this 12th day of November 1942. Witness my

hand and the seal of the Department of Agriculture.

[SEAL] GROVER B. HILL,  
Assistant Secretary of Agriculture.

[F. R. Doc. 42-11831; Filed, November 12, 1942;  
11:10 a. m.]

[P-1942-3]

#### PART 741—PARITY PAYMENT REGULATIONS

##### SUBPART D—1942

By virtue of the authority vested in the Secretary of Agriculture by the item entitled "Parity Payments" contained in the Department of Agriculture Appropriation Act, 1942 (Pub. Law No. 144, 77th Congress, approved July 1, 1942; 55 Stat. 4460), and pursuant to the provisions of sections 301 and 302 of the Agricultural Adjustment Act of 1938, as amended, (Pub. Law No. 430, 75th Congress; 52 Stat. 38, 45, 7 U.S.C. 1940 ed. 1301, 1303) the 1942 Parity Payment Regulations,<sup>1</sup> as amended, are hereby amended as follows:

Section 741.303 is amended by adding at the end thereof the following new paragraph:

§ 741.303 *Division of payment and deductions.* \* \* \* In cases where landlords, tenants, or sharecroppers have lost their interest in any crop for which parity payments are authorized after planting but prior to harvest thereof, by reason of the acquisition of title to or lease of the farm for use in connection with the national war effort, the net payment (excluding any compensation for the loss of payment) or the net deduction computed with respect to such crops shall be divided among such persons in the same proportion that the county committee determines that such persons would have been entitled, as of the time of harvest, to share in the proceeds of such crops except for such acquisition of title or lease.

Done at Washington, D. C. this 12th day of November 1942. Witness my hand and the seal of the Department of Agriculture.

[SEAL] GROVER B. HILL,  
Assistant Secretary of Agriculture.

[F. R. Doc. 42-11832; Filed, November 12, 1942;  
11:10 a. m.]

<sup>1</sup> 7 F.R. 1013, 3146, 8770.



**TITLE 10—ARMY: WAR DEPARTMENT**  
**Chapter VIII—Procurement and Disposal**  
**of Equipment and Supplies**

**PART 81—PROCUREMENT OF MILITARY**  
**SUPPLIES AND ANIMALS**

In addition to changes published in the *FEDERAL REGISTER* October 13, 1942 (7 F.R. 8163) affecting War Department Procurement Regulations as revised September 5, 1942, §§ 81.302 (c), 81.321a, 81.321b, 81.359, 81.360, 81.805 (b), 81.905 (f), 81.911 (d) (4), and 81.962 to 81.967 are hereby added, and §§ 81.105, 81.107, 81.109, 81.110, 81.111, 81.112, 81.303, 81.305, 81.309, 81.315 (b), 81.318, 81.321, 81.332, 81.601, 81.602, 81.603, 81.604, 81.605, 81.811 (e), 81.905, 81.914, 81.915, 81.1101, 81.1303, 81.1304, 81.1306, 81.1312, are changed, amended, or rescinded as follows: (See also Part 83.)

The changes and additions contained herein were made in the War Department Procurement Regulations under date of October 14, 1942. Numbers to the right of the decimal point correspond with the respective paragraph numbers in procurement regulations.

**AUTHORITY:** Sec. 5a, National Defense Act, as amended, 41 Stat. 764, 54 Stat. 1225; 10 U.S.C. 1193-1195, and the First War Powers Act 1941, 55 Stat. 838, 50 U.S.C. Sup. 601-622.

§ 81.105 *Contents.* The following is a list of the current procurement regulations:

- PR No. 1 General Instructions [§ 101-119] (§§ 81.101-81.119)
- PR No. 2 Negotiated Purchases [§ 201-206.3] (§§ 81.201-81.206)
- PR No. 3 Contracts [§ 301-358] (§§ 81.301-81.358)
- PR No. 4 Bonds and Insurance [§ 401-427] (§§ 81.401-81.427)
- PR No. 5 Foreign Purchases [§ 501-508.2] (§§ 81.501-81.508)
- PR No. 6 Procurement and Purchase of Supplies [§ 601-605] (§§ 81.601-81.605)
- PR No. 7 Disposition of Personal Property [§ 701-717.4] (§§ 83.701-83.717)
- PR No. 8 Federal, State and Local Taxes [§ 801-817.3] (§§ 81.801-81.817)
- PR No. 9 Labor [§ 901-961.2] (§§ 81.901-81.961)
- PR No. 10 Emergency Plant Facilities [§ 1001-1017] (§§ 81.1001-81.1017)
- PR No. 11 Miscellaneous Purchase Instructions [§ 1101-1107] (§§ 81.1101-81.1107)
- PR No. 12 Renegotiation and Price Adjustment [§ 1201-1213] (§§ 81.1201-81.1213)
- PR No. 13 Forms of Contracts [§ 1301-1312; 1321-1326] (§§ 81.1301-81.1312 and 81.1321-81.1326)

§ 81.107 *Authority with respect to procurement—(a) Basic statute.* Sec. 897 of the Military Laws (Supp. I, 1940) provides as follows:

Secretary of War, Under Secretary of War, and Assistant Secretary of War; duties in connection with procurement. Hereafter the Secretary of War, in addition to other duties imposed upon him by law, shall be charged with the supervision of the procurement of all military supplies and other business of the War Department pertaining thereto and the assurance of adequate provision for the mobilization of matériel and industrial organizations essential to wartime needs, and he may assign to the Under Secretary of War and the Assistant Secretary of War such duties in connection therewith as he may deem proper.

\* \* \* Sec. 5a, added to act of June 3,

1916, by sec. 5, act of June 4, 1920 (41 Stat. 764) sec. 2, act of Dec. 16, 1940 (54 Stat. 1224); 10 U.S.C. 1193.

(b) *Delegations from the Secretary of War to the Under Secretary of War.* On April 21, 1941, the Secretary of War issued the following order:

Pursuant to authority contained in the Act of December 16, 1940 (Public No. 891; 76th Congress):

a. The duties and responsibilities placed on the Secretary of War by section 5a of the National Defense Act, as amended, are hereby assigned to the Under Secretary of War.

b. Chiefs of branches of the Army will report directly to the Under Secretary of War regarding all matters of procurement.

c. The Under Secretary of War will continue to perform the duties and discharge the responsibilities placed on The Assistant Secretary of War by Army Regulations No. 5-5, July 16, 1932, Orders E, War Department, November 28, 1933, and all other existing orders or instructions.

d. The office heretofore designated as the Office of The Assistant Secretary of War will hereafter be designated the Office of the Under Secretary of War. All officers and civilian employees now detailed to the Office of the Under Secretary of War or the Office of The Assistant Secretary of War from the branches engaged in procurement, and all other officers and employees now on duty in the Office of the Under Secretary of War or in the Office of The Assistant Secretary of War, shall continue on such detail and duty in the Office of the Under Secretary of War.

e. During the absence or disability of the Under Secretary of War, or in the event of a temporary vacancy in that office, the duties and responsibilities of the Under Secretary of War shall be performed and discharged by The Assistant Secretary of War, and in the case of the absence or disability of both the Under Secretary of War and The Assistant Secretary of War, or in the event of a temporary vacancy in both of said offices, the duties and responsibilities of the Under Secretary of War shall be performed and discharged by the Assistant Secretary of War for Air.

Under date of December 30, 1941, the Secretary of War issued the following memorandum:

**MEMORANDUM for the Under Secretary of War.**

**Subject:** Delegation of Authority under Executive Order No. 9001.

The powers delegated to the War Department by Executive Order No. 9001, dated December 27, 1941, to enter into contracts and into amendments or modifications of contracts heretofore or hereafter made, and to make advance, progress, and other payments thereon, without regard to the provisions of law relating to the making, performance, amendment, or modification of contracts are hereby further delegated to the Under Secretary of War. He may, pursuant to Executive Order No. 9001, exercise such powers either personally or through such officer or officers or civilian officials of the War Department as he may direct, and he may confer upon such officers or civilian officials the power to make further delegations of such powers within the War Department.

HENRY L. STIMSON,  
 Secretary of War.

(c) *Responsibilities of the Under Secretary of War fixed by AR 5-5.* Although Army Regulation 5-5 is rescinded, the portion thereof relating to the responsibilities of The Assistant Secretary of War (now the Under Secretary of War) is incorporated by reference in paragraph c. of the above quoted order of

the Secretary of War, dated December 16, 1940. The portion of said regulation which is thus continued in force reads as follows:

b. *Definition.* Under section 5a, national defense act, as amended, the Assistant Secretary of War, under the direction of the Secretary of War, is charged, among other duties, with the supervision of all administrative and operative functions and installations of the Military Establishment concerned in the acquisition or production of military supplies. The types of matériel desired having been specified by the proper agencies, the responsibilities of the Assistant Secretary of War, under the statute, begin with the necessary preliminary and preparatory measures for the procurement or production of such matériel, and end with its delivery to the proper supply arms and services for issue.

c. Supervision over procurement includes preparation of plans and policies and supervision of activities concerning—

(1) Research and development of substitutes for critical and strategic materials and of materials, methods or processes, and facilities for manufacturing purposes.

(2) The procurement of materials and facilities for manufacturing purposes.

(3) Preparation of United States Army manufacturing specifications and the commercial standardization activities of the supply arms and services. See AR 850-25.

(4) Procurement of all military supplies by purchase, production, or other means, whether obtained for experimental, service test, or issue purposes; inspection, test, acceptance, and storage of supplies incident to procurement; the procurement of real estate and the construction, operation, maintenance, repair, and inspection of all establishments and facilities for the foregoing purposes.

(5) Procurement of supplies for other Government departments or for foreign governments at their request.

(6) The acquisition and use of patent rights by the War Department and the Army.

(7) The transfer or exchange of military supplies in conformity with approved policies.

(8) The renovation of matériel on a production basis at an establishment functioning under the direct control of a chief of a supply arm or service in accordance with approved policies and projects.

(9) The collection of information and compilation of data pertaining to sources of supply.

(10) The assurances of adequate and timely provisions for the mobilization of the matériel and industrial organizations essential to war-time needs, including arrangements in the supply arms and services and arrangements with the agencies outside the War Department.

(11) The Army Industrial College, Washington, D. C.

(12) Instruction in business administration at civilian institutions.

(13) Fiscal matters pertinent to procurement in accordance with instructions contained in paragraph 1b (2) and (4) of orders E, War Department, October 29, 1925.

(14) Legislation relating to procurement.

(15) Civilian personnel engaged on procurement duties.

(16) Any other matters pertaining solely to the business activities of the War Department in the procurement of military supplies. The determining factor in all cases will be whether the aspect of the particular activity concerned in the given case is incident to procurement. If it is, the statute places it under the supervision of the Assistant Secretary of War.

d. The Assistant Secretary of War will represent the War Department:



(1) On all interdepartmental boards for the standardization of:

- (a) Specifications.
- (b) Procurement procedure.

(2) On the Army and Navy Munitions Board.

(3) In dealing with any interdepartmental or superdepartmental agency that may be created in connection with the allocation of matériel or industrial facilities to various uses.

(4) In arranging necessary contracts with other standardization bodies such as the American Engineering Standards Committee and the Division of Simplified Practice, Department of Commerce.

e. Chiefs of supply arms and services will report directly to and will correspond directly with the Assistant Secretary of War on all matters covered above.

2. *Delegated duties.* The following duties are delegated to the Assistant Secretary of War and are classified as follows:

*a. Military.*

(1) (a) Matters pertaining to the Militia Bureau and the National Guard.

(b) Matters pertaining to the Officers' Reserve Corps and the Organized Reserves.

(c) Clemency cases in mitigation or remission of sentence by courts-martial.

(2) Correspondence on the matters in (1) above will follow the usual military channels.

*b. Nonmilitary.*

(1) (a) The sale or disposal of surplus supplies, equipment, plants, land, or other facilities.

(b) Claims, foreign or domestic, by or against the War Department, excepting those resulting from the operation of aircraft.

(c) The purchase and sale of real estate; the lease of real estate for the use of the War Department; the granting of leases or licenses to individuals, corporations, or organizations for the temporary use of land, buildings, or other property under War Department control; and easements or rights of way across military reservations, in accordance with approved policies.

(d) The activities relating to the National Board for the Promotion of Rifle Practice and to civilian marksmanship.

(e) Approval of expenditures from funds allotted, and of public vouchers for expenditures by the disbursing clerk of the War Department; approval of the program of expenditures by the National Board for the Promotion of Rifle Practice; routine expenditures from the appropriation "Contingencies of the Army"; and expenditures from "Contingencies, Military Information Division," for extraordinary expenses of military attachés and observers abroad.

(f) Matters relating to national military parks and national monuments.

(g) Matters relating to national cemeteries in the United States and abroad.

(h) Authorization of advertising.

(i) Regulations for burial expenses of deceased military personnel. [AR 30-1830]

(j) The use of patent rights by the War Department and the Army.

(k) Bridge permits and extensions of time for completion of bridges.

(l) Disposition of engineer property pertaining to rivers and harbors.

(m) Permits for laying submarine cable.

(2) Correspondence on the matters in (1) above will be direct between the office of the Assistant Secretary of War and the agency or office concerned unless otherwise directed.

(d) *Orders, directives, and instructions relating to procurement.* Under date of April 9, 1942, the Under Secretary of War addressed the following letter to The Commanding General, Matériel Command, Army Air Forces, and The Commanding General, Services of Supply:

1. Until otherwise directed, existing orders, directives and instructions with refer-

ence to organization and procedural matters relating to procurement, which have heretofore been issued by the Under Secretary of War, or by the Commanding General, Services of Supply, or by higher authority, are hereby made applicable to the Matériel Command of the Army Air Forces.

2. In the future, in the issuing of orders, directives or instructions, concerning procurement and related matters, it is desired to insure uniformity of procedure, in so far as practicable, in these matters, in the Matériel Command, Army Air Forces, and in the Services of Supply. To accomplish the above, the following procedure is prescribed:

a. Prior to their issuance, important orders, directives or instructions affecting major policies on procurement and related matters, will be presented by the Commanding General, Services of Supply, to the Under Secretary of War for his approval.

b. All other orders, directives and instructions to carry out approved policies will be processed and issued by the Commanding General, Services of Supply, without reference to the Under Secretary of War.

c. Prior to issuance of orders, directives or instructions on procurements and related matters, they will be cleared in all appropriate cases with the Commanding General, Matériel Command, Army Air Forces through a designated Air Corps liaison officer. For this purpose, the officer so designated will work with the Control Division, Services of Supply, which latter will be responsible for referring appropriate orders, directives or instructions to the Air Corps liaison officer for clearance.

d. Orders, directives and instructions indicated in paragraphs a and b, above will be issued by the Commanding General, Services of Supply, and will be applicable to the Matériel Command, Army Air Forces. The Commanding General, Services of Supply, will furnish the Commanding General, Matériel Command, Army Air Forces, such copies as he desires for redistribution to the agencies under his jurisdiction.

ROBERT P. PATTERSON,  
Under Secretary of War.

(e) *Delegations from the Under Secretary of War to the Commanding General, Services of Supply.* Under date of September 15, 1942, the following memorandum was issued by the Under Secretary of War:

MEMORANDUM for the Commanding General, Services of Supply.

Subject: Delegation of Authority.

1. In confirmation of and supplementing the memorandum of the undersigned to the Commanding General, Services of Supply dated June 29, 1942 on the above subject, authority is hereby delegated to the Commanding General, Services of Supply, to act for the Secretary of War or the Under Secretary of War in clearing, approving, and taking other action in respect to contracts, change orders, supplemental agreements, advance payments, awards, letters of intent, letter contracts, letter purchase orders, leases, amendments of contracts, and other contractual instruments; to make, authorize and approve sales or contracts for the sale of equipment, supplies and material; to prescribe and modify regulations in respect of procurement; and to approve new War Department contract forms and deviations from approved forms of contracts, including all authority heretofore delegated to the undersigned by the Secretary of War pursuant to Public Law 354, 77th Congress and Executive Order 9001.

2. Without any limitation of the powers and authority hereinbefore granted, there is hereby vested in the Commanding General, Services of Supply, pursuant to and subject to the provisions of Title II of the First War Powers Act (Public Law 354, 77th Con-

gress) and Executive Order 9001 the authority to take the following action:

a. He may enter into, amend or modify contracts, may make purchases, may place orders, and may make advance progress and other payments on such contracts, purchases and orders without regard to the provisions of law relating to the making, performance, amendment or modification of contracts.

b. The contracts hereby authorized to be made include agreements of all kinds (whether in the form of letters of intent, purchase orders, or otherwise) for all types and kinds of things, and services necessary, appropriate or convenient for the prosecution of war, or for the invention, development, or production of, or research concerning any such things, including but not limited to, aircraft, buildings, vessels, arms, armament, equipment, or supplies of any kind, or any portion thereof, including plans, spare parts and equipment, or supplies of any kind, or any portion thereof, including plans, spare parts and equipment therefor, materials, supplies, facilities, utilities, machinery, machine tools, and any other equipment, without any restriction of any kind, either as to type, character, location or form.

c. Whenever, in the judgment of the Commanding General, Services of Supply (or of an officer or civilian employee of the War Department to whom authority has been delegated to exercise such powers), the prosecution of the war is thereby facilitated, he may amend or modify contracts heretofore or hereafter made for the purpose of (1) obtaining continued operations by contractors engaged in war production, (2) encouraging greater diligence on the part of contractors, (3) protecting contractors from the consequences of unforeseen or unexpected events, (4) adjusting contracts to new conditions and circumstances, including those created by the rules, orders, instructions and determinations of Government departments, or (5) for any other purposes for facilitating the prosecution of the war.

Such amendments and modifications of contracts may be without consideration, other than the determination that the prosecution of the war will thereby be facilitated, and may be utilized to accomplish the same things as any original contract could accomplish, irrespective of the time or circumstances of the making of or the form of the contract amended or modified, or of the amending or modifying contract, and irrespective of rights which may have accrued under the contract or the amendments or modifications thereof. The powers hereby delegated may be exercised by (1) supplemental agreements which modify or amend or settle claims by or against the United States arising under or with respect to any contracts heretofore or hereafter made; (2) agreements with contractors or obligors modifying or releasing accrued obligations of any sort, including accrued liquidated damages or liability under any surety or other bond; or (3) supplemental agreements and change orders suspending or modifying the operation of existing contracts as yet uncompleted, and providing for the payment by the Government of the damages incurred by a contractor by reason of such suspension or modification; provided in each instance that full performance by the contractor under such contract, or under a series of contracts between the United States and the same contractor for substantially the same goods, shall not have been completed and final payment made thereunder. The supplemental contracts hereby authorized to be made include agreements of all kinds for all types and kinds of things and services necessary, appropriate or convenient for the prosecution of the war, or for the invention, development or production of, or research concerning any such things.

d. He may waive bid, payment, performance, or other bonds, and dispense with advertising for bids and competitive bidding.



3. Nothing herein shall affect the existing authority of the Commanding General, Services of Supply, as to matters relating to the Army Air Forces, the extent of which is set forth in the letter of April 9, 1942, from the Under Secretary of War to the Commanding General, Matériel Command, Army Air Forces, and to the Commanding General, Services of Supply, or any authority in respect of Army Air Force contracts and other contractual instruments, delegated to Colonel Albert J. Browning, A. U. S., by memoranda of the undersigned dated June 1, 1942, and September 15, 1942, nor shall anything herein contained be construed to limit or affect the power and authority of any commander in any theatre of operation.

4. The Commanding General, Services of Supply, or any person acting by delegation from him in the exercise of the powers hereby granted, shall have power to ratify and approve any contractual documents entered into or action taken by others, which he himself might have entered into or taken by virtue of the powers hereby granted.

5. The powers, authority and discretion hereby conferred upon the Commanding General, Services of Supply, or any portion or portions thereof, may be redelegated by him to whomsoever he may designate, including without limitation the Director, Purchases Division, Services of Supply, with the power of redelegating such powers, in whole or in part, to any officer or officers or civilian official or officials of the War Department. In any delegation of power or authority hereunder there may be included such terms and conditions, if any, as the person making such delegation may deem appropriate to ensure proper exercise of such power and authority in the interest of the United States and of the prosecution of the war.

ROBERT P. PATTERSON,  
Under Secretary of War.

The memorandum of the Under Secretary of War, dated June 29, 1942, referred to in above memorandum reads as follows:

MEMORANDUM for the Commanding General, Services of Supply.

Subject: Delegation of Authority.

1. Authority is hereby delegated to the Commanding General, Services of Supply, to act for the Secretary of War or the Under Secretary of War in clearing, approving, and taking other action in respect to contracts, change orders, supplemental agreements, advance payments, awards, letters of intent, letter contract, letter purchase orders, leases, amendments of contracts, and other contractual instruments; to approve sales of equipment, supplies and material; and to approve new War Department contract forms and deviations from approved forms of contracts, including all authority heretofore delegated to the undersigned by the Secretary of War pursuant to Public Law 354, 77th Congress and Executive Order No. 9001.

2. The Commanding General, Services of Supply, is authorized further to delegate the above powers or any portion thereof to whomsoever he may designate, with the power of redelegation.

3. The following memoranda are each hereby revoked; viz: (1) Memorandum for Mr. Albert J. Browning, dated March 13, 1942, delegating certain authority to the Chief of the Purchases Branch, Procurement and Distribution Division, Services of Supply, and (2) Memorandum for Colonel Albert J. Browning, A. U. S., dated June 2, 1942, delegating certain authority to him, as Chief of the Purchases Branch, Procurement and Distribution Division, Services of Supply. Nothing herein contained shall be construed as revoking the delegation of authority to Chiefs of Supply Services contained in Procurement Circular No. 91, dated December 29, 1941, and Procurement Circular No. 17, dated

February 24, 1942, nor any delegation of authority heretofore made by the Commanding General, Services of Supply, or the Chief, Purchases Branch, Procurement and Distribution Division.

4. Nothing herein shall affect the existing authority of the Commanding General, Services of Supply, as to matters relating to the Army Air Forces, the extent of which is set forth in the letter of April 9, 1942, from the Under Secretary of War to the Commanding General, Matériel Command, Army Air Forces and to the Commanding General, Services of Supply, or any authority in respect of Army Air Force contracts and other contractual instruments, delegated to Colonel Albert J. Browning, A. U. S. by memorandum of the undersigned, dated June 1, 1942.

ROBERT P. PATTERSON,  
Under Secretary of War.

(f) *Delegations from the Commanding General, Services of Supply to the Director, Purchases Division.* Under date of September 16, 1942, the following memorandum was issued by the Commanding General, Services of Supply:

MEMORANDUM for Director, Purchases Division.

Subject: Delegation of Authority.

In confirmation of and supplementing the memorandum of the undersigned, dated June 29, 1942, to the Chief, Purchases Branch, Procurement and Distribution Division, Services of Supply (now the Director, Purchases Division, Services of Supply), the authority delegated to the Commanding General, Services of Supply, by memorandum of the Under Secretary of War, dated September 15, 1942 to act for the Secretary of War or the Under Secretary of War in clearing, approving, and taking other action in respect to contracts, change orders, supplemental agreements, advance payments, awards, letters of intent, letter contracts, letter purchase orders, leases, amendments of contracts and other contractual instruments, to make, authorize and approve sales or contracts for the sale of equipment, supplies and material and to approve War Department contract forms and deviations from approved forms, including all authority heretofore delegated to the undersigned pursuant to Public Law 354, 77th Congress, and Executive Order 9001 (including without limitation all authority pursuant to Public Law 354 and Executive Order 9001 delegated to the undersigned by the Under Secretary of War by the memorandum dated September 15, 1942), is hereby delegated to the Director, Purchases Division, Services of Supply. The Director, Purchases Division, is authorized to delegate further the above powers, authority, and discretions or any portion thereof to any officer or officers, or civilian official or officials of the War Department he may designate, with the power of redelegation. In any delegation of power or authority hereunder there may be included such terms and conditions, if any, as the person making such delegation may deem appropriate to ensure proper exercise of such power and authority in the interest of the United States and of the prosecution of the war.

BREHON SOMERVELL,  
Lieutenant General,  
Commanding.

The memorandum of the Commanding General dated June 29, 1942, referred to in the above memorandum reads as follows:

MEMORANDUM for Chief, Purchases Branch, Procurement and Distribution Division.

Subject: Delegation of Authority.

The authority delegated to the Commanding General, Services of Supply, by memorandum of the Under Secretary of War, dated June 29, 1942, to act for the Secretary of

War or the Under Secretary of War in clearing, approving, and taking other action in respect to contracts, change orders, supplemental agreements, advance payments, awards, letters of intent, letter contracts, letter purchase orders, leases, amendments of contracts and other contractual instruments, to approve sales of equipment, supplies and material and to approve War Department contract forms and deviations from approved forms, including all authority heretofore delegated to the undersigned pursuant to Public Law 354, 77th Congress, and Executive Order 9001, is hereby delegated to the Chief, Purchases Branch, Procurement and Distribution Division, Services of Supply. The Chief, Purchases Branch, Procurement and Distribution Division, is authorized to delegate further the above powers or any portion thereof to whomsoever he may designate, with the power of redelegation.

BREHON SOMERVELL,  
Lieutenant General,  
Commanding.

(g) *Delegations from the Under Secretary of War to the Special Representative of the Under Secretary of War for the Army Air Forces.* Under date of September 15, 1942, the following memorandum was issued by the Under Secretary of War:

MEMORANDUM for Colonel Albert J. Browning, A. U. S. Special Representative of the Under Secretary of War.

Subject: Delegation of Authority.

1. In confirmation of and supplementing the memorandum of the undersigned to Colonel Albert J. Browning, A. U. S., dated June 1, 1942, on the above subject, authority is hereby delegated to Colonel Browning to act for the Secretary of War or the Under Secretary of War, in clearing, approving, and taking other action in respect to Army Air Force contracts, change orders, supplemental agreements, advance payments, awards, letters of intent, letter contracts, letter purchase orders, leases, amendments of contracts, and other contractual instruments; to make, authorize and approve sales or contracts for the sale of Army Air Force equipment, supplies and material; and to approve new War Department Army Air Force contract forms and deviations from approved forms of contracts, including all authority with respect to Army Air Force contracts and agreements of all kinds heretofore delegated to the undersigned by the Secretary of War pursuant to Public Law 354, 77th Congress and Executive Order No. 9001. This memorandum, however, shall not affect the existing authority of the Commanding General, Services of Supply, as to matters relating to the Air Forces, the extent of which is set forth in the letter dated April 9, 1942 from the Under Secretary of War to the Commanding General, Matériel Command, Army Air Forces, and to the Commanding General, Services of Supply. Colonel Browning, and any person or persons designated by him as such, acting under the authority herein contained will act as "Special Representative of the Under Secretary of War."

2. Without any limitation of the powers and authority hereinbefore granted, there is hereby vested in Colonel Browning, pursuant to and subject to the provisions of Title II of the First War Powers Act (Public Law 354, 77th Congress) and Executive Order No. 9001 the authority to take the following action:

a. He may enter into, amend or modify contracts, may make purchases, may place orders, and may make advance progress and other payments on such contracts, purchases and orders without regard to the provisions of law relating to the making, performance, amendment, or modification of contracts.

b. The contracts hereby authorized to be made include agreements of all kinds



(whether in the form of letters of intent, purchase orders, or otherwise) for all types and kinds of things and services necessary, appropriate or convenient for the prosecution of war, or for the invention, development, or production of, or research concerning any such things, including but not limited to, aircraft, buildings, vessels, arms, armament, equipment, or supplies of any kind, or any portion thereof, including plans, spare parts and equipment therefor, materials, supplies, facilities, utilities machinery, machine tools, and any other equipment, without any restriction of any kind, either as to type, character, location or form.

c. Whenever, in the judgment of Colonel Browning, (or of an officer or civilian employee of the War Department to whom authority has been delegated to exercise such powers), the prosecution of the war is thereby facilitated, he may amend or modify contracts heretofore or hereafter made for the purpose of (a) obtaining continued operations by contractors engaged in war production, (b) encouraging greater diligence on the part of contractors, (c) protecting contractors from the consequences of unforeseen or unexpected events, (d) adjusting contracts to new conditions and circumstances, including those created by the rules, orders, instructions and determinations of Government departments, or (e) for any other purposes for facilitating the prosecution of the war.

Such amendments and modifications of contracts may be without consideration, other than the determination that the prosecution of the war will thereby be facilitated, and may be utilized to accomplish the same things as any original contract could accomplish, irrespective of the time or circumstances of the making of or the form of the contract amended or modified, or of the amending or modifying contract, and irrespective of rights which may have accrued under the contract or the amendments or modifications thereof. The powers hereby delegated may be exercised by (a) supplemental agreements which modify or amend or settle claims by or against the United States arising under or with respect to any contracts heretofore or hereafter made; (b) agreements with contractors or obligors modifying or releasing accrued obligations of any sort, including accrued liquidated damages or liability under any surety or other bond; or (c) supplemental agreements and change orders suspending or modifying the operation of existing contracts as yet uncompleted, and providing for the payment by the Government of the damages incurred by a contractor by reason of such suspension or modification; provided in each instance that full performance by the contractor under such contract, or under a series of contracts between the United States and the same contractor for substantially the same goods, shall not have been completed and final payment made thereunder. The supplemental contracts hereby authorized to be made include agreements of all kinds for all types and kinds of things and services necessary, appropriate or convenient for the prosecution of the war, or for the invention, development or production of, or research concerning any such things.

d. He may waive bid, payment, performance, or other bonds, and dispense with advertising for bids and competitive bidding.

4. Colonel Browning, or any person acting by delegation from him in the exercise of the powers hereby granted, shall have power to ratify and approve any contractual documents entered into or action taken by others, which he himself might have entered into or taken by virtue of the powers hereby granted.

5. The powers, authority and discretion hereby conferred upon Colonel Browning, or any portion or portions thereof, may be re-delegated by him to whomsoever he may designate, with the power of re-delegating such powers, in whole or in part, to any officer or officers or civilian official or officials of the

War Department. In any delegation of power or authority hereunder there may be included such terms and conditions, if any, as the person making such delegation may deem appropriate to ensure proper exercise of such power and authority in the interest of the United States and of the prosecution of the war.

ROBERT P. PATTERSON,  
Under Secretary of War.

The memorandum of the Under Secretary of War, dated June 1, 1942, referred to in the above memorandum, reads as follows:

MEMORANDUM for Colonel Albert J. Browning, A. U. S.

Authority is hereby delegated to Colonel Albert J. Browning, A. U. S. to act for the Secretary of War and/or the Under Secretary of War in clearing, approving and taking other action in respect to Army Air Forces contracts, change orders, supplemental agreements, advance payments, awards, letters of intent, letter contracts, letter purchase orders, leases, amendments of contracts and other contractual instruments; to approve sales of Army Air Force equipment, supplies and materials; and to approve new War Department Army Air Force contract forms and deviations from approved forms of Army Air Force contracts.

The foregoing authority, or any portion thereof, is likewise delegated to such person or persons as may be designated in writing by Colonel Albert J. Browning, A. U. S.

The individual acting under the foregoing authority will so act as "Special Representative of the Under Secretary of War."

The foregoing authority shall remain in full force and effect until revoked by this office.

By direction of the Secretary of War:

ROBERT P. PATTERSON,  
Under Secretary of War.

(h) *Authority delegated by these Procurement Regulations.* These regulations to the extent, and only to the extent, that they actually confer authority upon the chiefs of the supply services and other officers or civilian officials of the War Department to exercise power to enter into contracts and into amendments or modifications of contracts heretofore or hereafter made and to make advance, progress and other payments thereon shall constitute a redelegation by the Commanding General, Services of Supply of the authority delegated to him as set forth in § 81.107 (e), and by the Special Representative of the Under Secretary of War of the authority delegated to him, as set forth in § 81.107 (g). The authority granted as provided in the preceding sentence, of course, does not dispense with the necessity of obtaining any approval expressly specified in any paragraph of these Procurement Regulations (see e. g. § 81.315 (a)). The chiefs of the supply services severally shall have power to redelegate the powers conferred upon them respectively by the first sentence of this paragraph to such officer or officers or civilian official or officials of the War Department as they severally may direct. This power of redelegation shall exist with respect to authority granted to the chiefs of the supply services under any paragraph of these Procurement Regulations whether or not express mention of the power of redelegation is made in any such paragraph. The exercise prior to the date of these regulations of any such authority by any such officer or officers or civilian official or officials is

hereby ratified and confirmed in all respects.

(i) *Instructions on procedure.* Since the regulations are generally declaratory of policy only, it will be necessary for the chief of each supply service to publish appropriate instructions on procedure.

#### § 81.109 [Rescinded]

Sections 81.110 to 81.112 are renumbered §§ 81.109 to 81.111, respectively, and amended as follows:

§ 81.109 *Prohibition against voluntary servitude.* No department or officer of the Government may accept voluntary service for the Government except in cases of sudden emergency involving the loss of human life or the destruction of property, or when a written statement is obtained that the service rendered will not be made the basis of a future claim against the Government for compensation.

§ 81.110 *Prohibition against use of troop labor and transportation.* (a) Except in cases of manifest necessity or when authorized by the Secretary of War, the labor of troops will not be used to enable the contractors to fulfill contracts.

(b) Whenever troop labor has been used:

(1) Authority therefor will be given in writing.

(2) A report enumerating in detail the service rendered will be forwarded to the Commanding General, Services of Supply.

(3) Full deduction will be made for the value of the service rendered.

§ 81.111 *Prohibition against purchases from officers or employees of the Government.* (a) No officer or employee of the War Department may act as an agent of the United States in advising, recommending, making or approving the purchase of supplies or other property, or in contracting therefor, if he would be admitted to share or receive directly or indirectly any pecuniary profit or benefit from such purchase or contract.

(b) No officer or agent of any corporation, joint stock company, or association, and no member or agent of any firm, or person directly or indirectly interested in the pecuniary profits or contracts of such corporation, joint stock company, association, or firm, shall be employed or shall act as an officer or agent of the United States for the transaction of business with such corporation, joint stock company, association or firm.

#### § 81.302 Definitions. \* \* \*

(c) *Contracting officer.* A contracting officer is an officer or civilian official of the War Department who has been designated by any one of the following persons, or by their direction, or in accordance with such orders and regulations as they may prescribe for their respective commands, to execute contracts on behalf of the United States:

- (1) The Secretary of War.
- (2) The Under Secretary of War.
- (3) The Commanding General in a Theatre of Operations.
- (4) The Commanding General, Materiel Command, Army Air Forces.



(5) The Director, Purchases Division, Services of Supply.

(6) The Chief of any Supply Service.

§ 81.303 *General requirements for contracts.* Every purchase transaction except those where payment is made coincidentally with receipt of supplies will be evidenced by a written contract.

(a) The contract may be (1) a formal contract contained in one instrument and executed by both parties (2) an informal contract embodied in more than one instrument and signed by both parties or (3) an informal contract consisting of a written order signed by the contracting officer on behalf of the United States and not by the contractor.

(b) Purchase transactions of either of the following types will be evidenced by a formal contract:

(1) Transactions involving a delivery or performance that will extend over a period in excess of 180 days.

(2) Transactions, the contract price of which exceeds \$500,000.

(c) All purchase transactions other than those specified in subparagraphs (1) and (2) of paragraph (b) of this section may be evidenced by informal contracts. Such informal contracts will be of the type described in paragraph (a) (2) of this section except that contracts of either of the following classes may be of the type described in paragraph (a) (3) of this section:

(1) Contracts which involve a contract price of less than \$5,000 and which require only one payment.

(2) Contracts covering purchases made at public auction, at a produce exchange, or under similar conditions.

§ 81.305 *Numbering contracts.* \* \* \*

Paragraph (c) is rescinded and paragraphs (d) and (e) are redesignated (c) and (d) respectively, the former being amended, as follows:

(c) *Example.* Based on paragraph (b) above, the following is the number of the first numbered contract executed by the Quartermaster, Fort Bragg, North Carolina:

W-159 qm-1.

(d) *Organized reserves.* \* \* \*

§ 81.309 *Approval of contracts within the Supply Services.* A contract may be made by the contracting officer with or without the approval of higher authority within the supply service, as may be directed by the chief of the supply service concerned. If approval of such higher authority is required, (a) an appropriate approval article will be included in the contract, (b) all changes and deletions shall have been made before the contract is forwarded for such approval, and (c) the contract shall not be valid until such approval is given.

§ 81.315 *Supplemental agreements.* \* \* \*

(b) *Form.* Supplemental agreements entered into pursuant to paragraph (a) of this section will be reduced to writing and signed by the contracting parties. Supplemental agreements will bear the same identification as the contract which is thereby modified or of the supply service concerned, in the order in which the

modifications or amendments to the contract are issued. One continuous series of lettering or numbering as the case may be, will be used for each contract, even though it is modified or amended, both by supplemental agreements and change orders. Signed numbers and copies of supplemental agreements will be distributed in the same manner as is prescribed for the contracts to which they pertain, and the contracting officer will note on his retained copy of the supplemental agreement the date on which the contractor's number was delivered or mailed to him.

§ 81.316 *Adherence to approved forms.* The authority of §§ 81.315-81.319 will not be used for the purpose of authorizing a deviation from approved forms of War Department contracts, unless such deviation is authorized by these regulations nor will it be used for the purpose of making material changes in the character or terms of an award or contract previously approved by the Under Secretary of War or the Director, Purchases Division, Headquarters, Services of Supply. The same requirements and restrictions with respect to approved forms are applicable to supplemental agreements and change orders as are applicable to original contracts. Except as otherwise specifically provided to the contrary in § 81.1206 or in any other section of these procurement regulations, whenever any contract (either as originally drawn or as the same may have been modified, amended or supplemented) contains a provision covering the same subject matter as a clause prescribed by §§ 81.322 to 81.360, but in a form different from that therein prescribed, it will not be necessary, in executing any supplemental agreement or change order in connection with said contract, to amend such provision either with respect to the items which are the subject of the contract or with respect to the items which are the subject of the supplemental agreement or change order.

§ 81.321 *Advance payments.* \* \* \*

Paragraph (f) is redesignated as follows:

(e) *Reports.* \* \* \*

§ 81.321a *Telegraph charges in cost-plus-a-fixed fee contract—(a) General.* Under date of May 5, 1941, (Docket 6257) the Federal Communications Commission affirmed the position of the War Department that cost-plus-a-fixed-fee contractors are entitled to send official telegrams at Government rates. This order has been clarified by the Commission so as to require the telegraph companies to render separate bills covering service since May 1, 1942, for each contract and at Government rates. Government rates on the telegrams are fixed annually by order of the Federal Communications Commission. The Commission Order No. 98, dated May 26, 1942, covers the fiscal year July 1, 1942 to June 30, 1943.

(b) *Cost-plus-a-fixed-fee subcontracts executed under cost-plus-a-fixed-fee prime contracts.* The principle of the ruling of the Federal Communications Commission referred to in paragraph (a) of this section is regarded as extending to cost-plus-a-fixed-fee subcontracts ex-

ecuted under cost-plus-a-fixed-fee prime contracts.

(c) *Procedure.* The following procedure for the handling of such messages at Government rates is prescribed for the guidance of procurement agencies administering cost-plus-a-fixed-fee contracts and cost-plus-a-fixed-fee subcontracts executed under cost-plus-a-fixed-fee prime contracts:

All telegrams sent by contractors and subcontractors or their representatives which are necessary in connection with such cost-plus-a-fixed-fee contracts or subcontracts will bear a certificate signed by an authorized officer, employee or agent of the United States as follows:

I certify that this message is on official business, is necessary in the public service, and will be paid by check on the Treasury of the United States from United States Funds.

Monthly invoices for telegrams must be certified and verified by the contractor or subcontractor, as the case may be. The contracting officer or his representative will certify and verify the particular contract. If in proper order and rendered in accordance with provisions of paragraphs (a) and (b) of this section, such telegrams will be paid by check on the Treasurer of the United States directly by a disbursing officer of the War Department. Such bills should not be sent to the Signal Corps for audit or payment. Invoices covering Government messages not submitted by the contractor or subcontractor by Government rates or not otherwise in proper form will be returned to the contractor or subcontractor for correction.

The Comptroller General has ruled that where direct payment is made by the Government to the telegraph companies for telegrams sent in connection with cost-plus-a-fixed-fee contracts, certified copies of such telegrams may be submitted in support of the invoices in lieu of submitting the original messages, as required by AR 35-6100, and the vendor's certificate provided for by AR 35-1040 will not be required, provided that the invoices are certified and verified both by the contractor and the contracting officer or his representative as being proper charges against the contract work.

In the absence of the originals of outgoing messages in connection with such contracts, all services are directed to exercise due caution to avoid duplication of payments for such messages.

§ 81.321b *Cable and radio messages in cost-plus-a-fixed-fee contracts.* Cable and radio messages sent by cost-plus-a-fixed-fee contractors, or their representatives, pertaining to cost-plus-a-fixed-fee contracts will also be paid for directly by the Government, and the procedure outlined in § 81.321a (c) will be followed in handling and in paying for such messages when transmitted by telegraph companies.

§ 81.332 *Government-owned facilities clause.* In those cases where the contractor is to procure necessary facilities for the account of the Government for use in connection with the work under the contract, and in those cases where



the Government furnishes the contractor new facilities which the Government has acquired or will acquire directly, the contract will contain a clause substantially as follows:

(b) As each item of the facilities listed in Schedule A is delivered to, or manufactured by, the contractor, for the Government's account, it shall become and remain the property of the Government, and title thereto shall vest in the Government. (All of the facilities listed in Schedule B are the property of the Government, and title to them is, and shall remain, in the Government.)<sup>1</sup> The Government hereby grants to the contractor the right to use, without the payment of rental therefor, such facilities in connection with the work herein contracted for and, subject to the written approval of the Contracting Officer, for any additional work for which the Government may contract.

§ 81.359 *Telegrams, cablegrams, radiograms.* Every cost-plus-a-fixed-fee contract will contain a clause substantially as follows:

(a) The Government will pay directly for all telegraphic communications, cablegrams, radiograms, and similar messages that may be sent by the contractor pertaining directly to the contract for work to be done or materials to be furnished thereunder, and the Contractor is hereby designated as an agent of the Government for the purpose of causing to be transmitted any such messages, but not for the purpose of signing the certificate referred to in paragraph (b) below.

(b) All such messages hereafter sent by the contractor or his representatives in connection with this contract will bear a certificate signed by an authorized officer, employee or agent of the United States, as follows:

I certify that this message is on official business, is necessary in the public service, and will be paid by check on the Treasurer of the United States from United States funds.

(c) Telephone messages (including teletype and facsimile, when authorized by the Contracting Officer to be installed) sent by the contractor or its representatives, in connection with this contract, shall be paid by the contractor tax free. Such payments by the contractor shall be accompanied by a tax exemption certificate.

§ 81.360 *Minimum wages.* Each contract subject to the Davis-Bacon Act will contain a clause substantially as follows:

The minimum wages to be paid laborers and mechanics on this project, as determined by the Secretary of Labor to be prevailing for the corresponding classes of laborers and mechanics employed on projects of a character similar to the contract work in the pertinent locality, are as follows:

<sup>1</sup> Use these provisions only where the Government is furnishing facilities which it has acquired, or will acquire, directly.

Classification of laborers and mechanics	Minimum rates of wages per hour

Any class of laborers and mechanics not listed in the preceding paragraph, which will be employed on this contract, shall be classified or reclassified conformably to the foregoing schedule. In the event the interested parties cannot agree on the proper classification or reclassification of a particular class of laborers and mechanics to be used, the question, accompanied by the recommendation of the contracting officer, shall be referred to the Secretary of Labor for final determination.

#### PROCUREMENT AND PURCHASE OF SUPPLIES

§ 81.601 *Rescission of regulations.* Army Regulations 5-300, December 10, 1936, as amended; Army Regulations 5-320, October 10, 1936, as amended; and all other prior directives and instructions relating to interbranch and interdepartmental procurement inconsistent herewith are hereby rescinded.

§ 81.602 *Definitions.*—(a) *Procurement responsibility.* The term "procurement responsibility" as used in this Procurement Regulation No. 6 means the responsibility assigned to a designated service or services to make all necessary arrangements short of actual purchase for the procurement of a given item or class of items. This responsibility includes procurement planning, preparation of estimates, defense of such estimates and custody of funds.

(b) *Purchase responsibility.* The term "purchase responsibility," as used in this Procurement Regulation No. 6, means the responsibility assigned to a designated service to buy, inspect and accept from industry or produce in Government-owned establishments under such service, a given item, component part thereof, or class of items.

#### PROCUREMENT RESPONSIBILITY AND PURCHASE RESPONSIBILITY

§ 81.603 *Action of Procurement Assignment Board.* When reference is hereinafter in this section made to the assignment of procurement responsibility and purchase responsibility by the Procurement Assignment Board, Headquarters, Services of Supply, it will be understood that such action is to be taken only upon the approval of the Director of Procurement. When such action is to be taken in regard to an item in which the Army Air Forces have a substantial interest it will be further understood that the Army Air Forces will be given an opportunity to be heard on the matter, and that if the Army Air Forces disagree with any action proposed to be taken by the Procurement Assignment Board, an effort will be made by the Director of Procurement to reconcile the disagreement by a conference

with a representative designated by the Commanding General, Materiel Command, Army Air Forces; and that, in the event that a satisfactory agreement cannot be reached in this manner, the Director of Procurement and the representative of the Army Air Forces will jointly prepare a brief setting forth their respective views on the matter, which brief shall be submitted to the Under Secretary of War, who shall make the final decision.

§ 81.604 *Assignment of procurement and purchase responsibility.* The Procurement and Assignment Board shall have authority, with the approval of the Director of Procurement, to assign procurement responsibility and purchase responsibility in regard to all items or classes of items. Such responsibilities may be assigned to the same service or to different services. Appendix I to these procurement regulations contains a list of items and classes of items, for which procurement and purchase responsibility have been assigned by the Procurement Assignment Board. Additions to and changes in this list will be made from time to time. Procurement responsibility and purchase responsibility for a given item or class of items will remain with the service or services exercising such responsibilities unless and until otherwise assigned by the board.

(a) In any given transaction, purchase of any item may be effected by a service other than the service having purchase responsibility provided that (1) the service having purchase responsibility has first been consulted and has expressed its agreement and (2) a report of the transaction is made to the Procurement Assignment Board, Headquarters, Services of Supply, promptly after the completion of the transaction.

(b) The purpose of assigning purchase responsibility as a separate and distinct function is (1) to permit centralization of purchase or purchase control and thereby to eliminate competition among the several supply services purchasing from industry, (2) to secure for the War Department the advantages incident to mass buying, and (3) to facilitate the control of purchasing procedure in cases where War Production Board Limitation Orders affect the supply of raw material and manufactured articles. Responsibility for inspection and acceptance in regard to a particular item or class of items may be assumed by the service having procurement responsibility, provided such procedure is agreed upon by the service having purchase responsibility in regard to such item or class of items.

§ 81.605 *Procedure.* (a) All services requiring an item or class of items, for which procurement responsibility has been assigned to another service, will furnish to the service charged with procurement responsibility statements of their requirements at such times as such statements may be called for by the service having procurement responsibility. This will enable the service having pro-



curement responsibility to make provision for adequate funds on an annual and supplemental basis.

In addition, in the event that a service has an unusual or emergency requirement for such an item or class of items, it will furnish a statement of such requirement to the service having procurement responsibility.

(b) The service having procurement responsibility will forward to the service having purchase responsibility at such times as may be specified by the service having purchase responsibility requisitions for normal periodic requirements (in which will be consolidated, with the requirements of the service itself, the requirements of any other services which have furnished statements pursuant to paragraph (a) of this section.

(c) The service having procurement responsibility will forward, in the most expeditious manner practicable, requisitions for unusual or emergency requirements to the service having purchase responsibility, and will confirm such requisitions by a formal requisition.

(d) Each requisition will contain a certificate of availability of funds and citation of the applicable procurement authority.

(e) When practicable, requisitions will call for not less than minimum carload lots.

(f) Commercial units will be the basis of all requisitions.

(g) Requisitions will be filed as a result of individual or collective purchases. No attempt will be made by the service having only purchase responsibility for a particular item or class of items to maintain depot stocks of such item or class of items from which requisitions could be filled. Any such depot stocks will be maintained by the service having storage and issue responsibility.

§ 81.805 *Cost-plus-a-fixed-fee contracts.* (a) \* \* \*

(b) Telephone messages sent by cost-plus-a-fixed-fee contractors or their representatives, in connection with such contracts may be paid by the contractor tax free. Such payments by the contractor should be accompanied by a tax exemption certificate. The contract provision relating to this subject is set forth in § 81.359.

§ 81.811 *Standard tax exemption forms.* \* \* \*

Paragraphs (d) and (e) are redesignated (c) and (d) respectively, paragraph (c) having been rescinded.<sup>1</sup>

§ 81.812 *Preparation and execution; identification cards—(a) Preparation and execution.* (1) In the preparation of tax exemption certificates the typewriter will be used when practicable; otherwise ink or indelible pencil will be used. The use of ordinary lead pencil is prohibited. All blank spaces must be properly filled in or lined out, and no such exemption certificate will be delivered to a contractor unless fully and properly executed, except that the Bureau of Internal Revenue has advised that it is not necessary to state the

amount of Federal tax upon the exemption certificate (Ltr. to the Chief Signal Officer from D. S. Bliss, Deputy Commissioner of Internal Revenue, June 19, 1942). The amount of tax should be stated, however, if readily available. If at the time of entering into a contract for articles or supplies to be sold for the exclusive use of the Government or for exportation under the Lend-Lease Act, Federal tax excluded, it is impossible to determine the amount of such taxes, for example as in the case of an indefinite quantity contract, it is permissible to issue a blanket tax exemption certificate to cover all sales under the contract. The certificate should cover all articles purchased under such contract, including delivery orders placed thereunder by other officers. As to blanket tax exemption certificates covering purchases under contracts of the General Schedule of Supplies, see paragraph (c) of this section.

§ 81.905 *Applicability of eight-hour law.* The basic law applies to contracts for work which may require or involve the employment of laborers or mechanics. It does not apply to the following classes of contracts:

(f) *Qualification of exceptions.* In exceptions contained in paragraphs (a) to (e) (but not the exception for Walsh-Healey contract) are subject to the qualifications contained in the Act that the basic law shall apply to "all classes of work which have been, are now, or may hereafter be performed by the Government \* \* \*". The meaning of this qualification is not clear since, taken literally, it would nullify the exceptions. (See 29 Op. A. G. 505 (1912).) Accordingly, it is suggested that unless the work is of a nature which has habitually been performed by the Government, said exceptions should be disregarded.

§ 81.911 *Applicability of Davis-Bacon Law.* \* \* \*

(d) *Exceptions.* \* \* \*  
(4) Wage rates payable to employees of railroads operating under collective bargaining agreements which are subject to the provisions of the Railway Labor Act. (Letter of Secretary of Labor to Secretary of War, dated March 14, 1942)

The regulations formerly in § 81.914 are now contained in § 81.360. Accordingly § 81.914 has been deleted and § 81.915 has been redesignated § 81.914 as follows:

§ 81.914 *Underpayment of wages.* \* \* \*

#### OVERTIME WAGE COMPENSATION

§ 81.962 *Executive Order.* Executive Order No. 9240, dated September 9, 1942 (7 F.R. 7159) with Article V as amended by Executive Order No. 9248, dated September 17, 1942 (7 F.R. 7419), reads as follows:

#### REGULATIONS RELATING TO OVERTIME WAGE COMPENSATION

WHEREAS many labor organizations have already adopted the patriotic policy of waiving double time wage compensation or other

premium pay for work on Saturday, Sunday and holidays, as such, for the duration of the war; and

WHEREAS it is desirable and necessary in the prosecution of the war, and to insure uniformity and fair treatment for those labor organizations, employers, and employees who are conforming to such wage policies that this principle be universally adopted:

NOW, THEREFORE, by virtue of the authority vested in me by the Constitution and the statutes, as President of the United States and as Commander in Chief of the Army and Navy, It is hereby ordered:

I. That the following principles and regulations shall apply for the duration of the war to the payment of premium and overtime wage compensation on all work relating to the prosecution of the war:

A. No premium wage or extra compensation shall be paid to any employee in the United States, its territories or possessions, for work on Saturday or Sunday except where such work is performed by the employee on the sixth or seventh day worked in his regularly scheduled workweek and as hereinafter provided.

(1) Where because of emergency conditions an employee is required to work for seven consecutive days in any regularly scheduled workweek a premium wage of double time compensation shall be paid for work on the seventh day.

(2) Where required by the provisions of law or employment contracts, not more than time and one-half wage compensation shall be paid for work in excess to eight hours in any day or forty hours in any workweek or for work performed on the sixth day worked in any regularly scheduled workweek.

B. No premium wage or extra compensation shall be paid for work on customary holidays except that time and one-half wage compensation shall be paid for work performed on any of the following holidays only:

New Year's Day  
Fourth of July  
Labor Day  
Thanksgiving Day  
Christmas Day

and either Memorial Day or one other such holiday of greater local importance.

II. All Federal departments and agencies shall conform the provisions in all existing and future contracts negotiated, executed, or supervised by them to the policies of this order. All such departments and agencies shall immediately open negotiations to alter provisions in existing contracts to conform them to the requirements of this order.

III. Nothing in this order shall be construed as requiring a modification of the principle that every employee should have at least one day of rest in every seven days. The continuous operation of plants and machines in prosecuting the war does not require that employees should work seven consecutive days.

IV. Nothing herein shall be construed as superseding or in conflict with the provisions of the statutes prescribing the compensation hours of work and other conditions of employment of employees of the United States.

V. All Federal departments and agencies affected by this order shall refer to the Secretary of Labor for determination questions of interpretation and application arising hereunder. In any industry or occupation in which the Secretary finds that a wage stabilization agreement approved by a Government department or agency is operating satisfactorily, or in any industry or occupation in which the Secretary finds that a wage stabilization agreement approved by a Government department or agency is operating satisfactorily, or in any industry or occupation in which the Secretary finds that the nature and exigencies of operations make such action necessary or advisable for the success-

<sup>1</sup> 7 F.R. 8164.



ful prosecution of the war, the Secretary may determine that any or all of the provisions of this order shall not apply to such industry or occupation or to any classes of employees therein.

VI. The provisions of this order shall become effective October 1, 1942.

FRANKLIN D. ROOSEVELT

§ 81.963 *Elimination of inconsistencies through amendment of contracts; nonreimbursement, etc.* By memorandum dated September 17, 1942, (see S.O.S. Circ. 65) the Under Secretary of War acting jointly with the Under Secretary of the Navy and the Chairman of the Maritime Commission, issued instructions reading in part as follows:

2. Wherever any contract of the War Department, the Navy Department, or the Maritime Commission contains a provision which required the payment of overtime or premium wages in a manner inconsistent with the provisions of Executive Order No. 9240, contracts will be amended to eliminate such inconsistency for the period beginning October 1, 1942, and no future contract will contain any such inconsistent provision. It is not required that any amendment be made of the usual contract articles included with respect to the provisions of the Walsh-Healey Act, the Eight Hour Law, and the Fair Labor Standards Act of 1938, all as amended.

3. On and after October 1, 1942, no reimbursement of cost will be made under any cost-plus-a-fixed-fee contract nor will any recognition be given for inclusion in the case of Navy so called "price-minus" contracts, of any cost which represents the payment of premium or overtime compensation at rates or under circumstances which are not permitted by the foregoing order.

§ 81.964 *Current interpretations.* The Secretary of Labor has issued interpretations of Executive Order Number 9240 as amended. Certain of these are contained in an official release dated September 25, 1942 and a letter of the same date to the Under Secretary of War. Extracts from these are contained in paragraphs (a) and (b) of this section.

(a) *Basic purposes of the order as stated by the Secretary of Labor.* " \* \* \* The order seeks to accomplish two basic purposes. It is designed, first, to facilitate "round-the-clock" war production by removing the absenteeism which frequently results from premium pay for work on Saturday and Sunday as such, and second, it seeks wider application, in the interest of efficiency and health, of the salutary principle that every worker shall have one day of rest in seven \* \* \* " (2nd paragraph, release of September 25, 1942)

(b) *The work to which Executive Order No. 9240, as amended, is applicable.* The order applies to "all work performed by prime contractors on Government war contracts, by their subcontractors and those who make the materials and supplies necessary for the performance of such contracts and subcontracts. If the employer is engaged both in war work and in work unrelated to the prosecution of the war, the order would apply in the absence of segregation. The order should be construed liberally." (Section 7, release of September 25, 1942)

(c) *Classes of employees to which the order is applicable.* "The question as to which classes of employees in a covered industry or plant are within the terms

of the order should be resolved by determining how the purposes of the order can best be achieved. The order would not apply, for example, to executive or supervisory employees whose compensation is not customarily or by requirements of applicable statutes or agreements based upon the number of hours worked in any day or the number of days worked in any workweek. On the other hand, the order would apply to production, maintenance, and office employees whose compensation is usually related to the number of hours and days worked." (Section 8, release of September 25, 1942)

(d) *Premium pay for any calendar day as such prohibited.* " \* \* \* Premium wages and extra compensation for work on Saturday and Sunday [as such] \* \* \* are prohibited \* \* \* [and] any attempt to vest any other day of the week, as such, with an unusual status calling for extra pay would be an evasion of the purposes of the order \* \* \* " (Section 1, release of September 25, 1942)

(e) *When double time for seventh consecutive day worked not mandatory.* " \* \* \* when work is actually performed on any seven consecutive days, double time must be paid for the work on the seventh day, unless by agreement the employer and employees have arranged a mutually satisfactory work schedule which affords a day of rest in each regular work week. A regular work week would be seven successive days starting on the same calendar day each week \* \* \* " (Section 2, release of September 25, 1942)

(f) *Computation of number of days worked.* "The order does not require that any particular number of hours be worked in any day for that day to be regarded as a day worked under paragraphs I (A) (1) and I (A) (2)." (Section 4, release of September 25, 1942)

(g) *Same: Inability to work.* Whether or not seven or six days have been worked in any work week within the meaning of paragraphs I (A) (1) and I (A) (2), respectively of the order, where, through no fault of the employee, he does not work on one of the previous work days in the work week, although he is ready and willing to do so, " \* \* \* [will] upon the circumstances of each case, and [the question] is generally to be solved in accordance with the custom, practice or agreement in the industry or plant \* \* \* " (Section 3, release of September 25, 1942). Thus, "where the employee reports for work pursuant to instructions and is sent home, such days will be considered days actually worked where so regarded by custom, practice or agreement in the industry or plant." (Footnote No. 2, release of September 25, 1942)

(h) *Same: absenteeism.* " \* \* \* since one of the purposes of the order is to discourage absenteeism, where the employee absents himself for reasons of personal convenience the day is not included in the computation." (Section 3, release of September 25, 1942)

(i) *Same: enumerated holidays included in the computation.* " \* \* \* Since it is the purpose of the order to give recognition to the enumerated days

as holidays, they should be counted as days worked for the purpose of computation of the seventh and sixth days of work under paragraphs I (A) (1) and I (A) (2) whether or not work is actually performed and whether or not compensation is paid for the holidays if no work is performed." (Section 5, release of September 25, 1942)

(j) *Premium pay on holidays: when forbidden.* (1) " \* \* \* Double time on holidays is forbidden unless such holidays fall on the seventh worked under paragraph I (A) (1) [of the order] \* \* \* " (Section 5, release of September 25, 1942)

(2) Time and one-half on undesignated holidays is forbidden unless such holidays fall on the sixth day worked in any regularly scheduled work week under paragraph I (A) (2) of the order, and unless such premium pay is " \* \* \* required by the provisions of law or employment contracts \* \* \* " (Paragraph I (A) (2), Executive Order 9240)

(k) *Same: when mandatory.* " \* \* \* time and a half is required for work on the six holidays named [in the order] \* \* \* " (Section 5, release of September 25, 1942)

(l) *Same: not pyramided.* See paragraph (o) herein.

(m) *Other kinds of premium payments not prohibited.* It is not the intention of the order " \* \* \* to prevent the payment of special compensation under other justifiable circumstances which do not depend upon the number of hours or days worked in a week. [For example], if the parties agree, or if the custom has been to provide for premiums for working on late shifts, the order does not prevent the continuance of such arrangements." (Paragraph (f), letter of September 25, 1942)

(n) *Employment contract for time and one half for work for the sixth day worked may be implied.* An employer may, consistent with paragraph I (A) (2) of the order, continue to pay the employees time and one half for the sixth day worked even though no express employment contract or applicable law so requires, since past custom has the force of an implied term in the employment contract. (See paragraph (g), letter of September 25, 1942)

(o) *Premium rates not pyramided.* "Where particular work is subject to different premium rates under separate paragraphs of the order or applicable statutes, (e. g. work on a holiday which is also the seventh successive day of work), the order does not require that the several premium rates be pyramided, but does require that the highest single rate be paid."

§ 81.965 *Exceptions—(a) Shipbuilding stabilization agreement.* Work in the shipbuilding and ship repair industry has been excepted from the provisions of the order for a period of 60 days from October 1, 1942, as more fully set out in an order of the Secretary of Labor, dated September 30, 1942.

(b) *Building trades stabilization agreement.* Work on construction projects subject to the wage stabilization



agreement for the building and construction trades industry engaged in war construction (July 1941) is exempted from the provisions of Executive Order No. 9240. The agreement is entitled "Memorandum of Agreement between the Representatives of Government Agencies Engaged in Defense Construction and the Building and Construction Trades Department of the American Federation of Labor." (See order, Secretary of Labor, September 30, 1942)

(c) *Miscellaneous.* The order does not extend to enterprises which are not engaged in the manufacture either of any product used by the Government in the prosecution of the war, or of any product used by a Government contractor or subcontractor in the manufacture of war products. Enterprises which provide public transportation or communication facilities, storage, distribution, or warehousing facilities, etc., are not covered by the order. Accordingly, employees of railroads, air lines or other common or contract carriers, seagoing personnel, longshoremen, dock workers, and similar waterfront workers, are not within the order. Employees of telephone and telegraphic companies engaged in the normal communication operations of such companies are also excluded as are employees of power and light and other public utility companies who do not manufacture any war products but merely furnish power or other facilities for their manufacture. As to the distribution field, employees of wholesalers who do not process any war products, and employees of warehouses not engaged in any processing activity and the brokers who merely buy and sell the materials were not intended to be covered by the terms of the order. (Statement of Secretary of Labor, October 3, 1942)

§ 81.966 *Future interpretations.* (a) Paragraph V of Executive Order No. 9240, as amended, requires that all questions of its interpretations and application will be referred to the Secretary of Labor. Such questions requiring action by the Secretary of Labor insofar as they are posed by representatives of the War Department, will be directed to the Director of the Civilian Personnel Division, Services of Supply, who will take any necessary steps to obtain such interpretations in appropriate cases. The Director of Civilian Personnel will clear with the Director, Purchases Division, all such questions relating to contracting or procurement procedure. Interpretations of Executive Order 9240, made by the Secretary of Labor from time to time will be promptly forwarded to the chiefs of supply services, and to the Commanding General, Materiel Command, Army Air Forces, and will be summarized for inclusion in these regulations or in Services of Supply circulars. Auditors, Finance Officers, and other persons reviewing War Department vouchers and payments will present to the Director of Civilian Personnel, through the Director, Fiscal Division, all requests for instructions as to the application of the Executive Order to fiscal matters.

(b) *Requests for interpretations will be prepared in the following form and submitted in triplicate:*

(1) A brief statement of the question for which interpretation is requested.

(2) A statement as to the person, official, department, or organization requesting the interpretation.

(3) Any facts or comments which are necessary for interpretation. These comments should not exceed one or two paragraphs.

#### WAGE AND SALARY STABILIZATION

§ 81.967 *Executive Order No. 9250*, dated October 3, 1942, establishes a national wage and salary stabilization policy pursuant to the Act of October 2, 1942 entitled "An Act to Amend Emergency Price Control Act of 1942, to Aid in Preventing Inflation, and for Other Purposes". Titles II, III, and VI of the order deal with wage and salary stabilization, and, in general, provide that the administration and enforcement of the stabilization policy will be under the direction of the National War Labor Board and of the Economic Stabilization Director.

(a) Title II of Executive Order No. 9250 provides in part:

1. No increases in wage rates, granted as a result of voluntary agreement, collective bargaining, conciliation, arbitration, or otherwise, and no decreases in wage rates, shall be authorized unless notice of such increases or decreases shall have been filed with the National War Labor Board and unless the National War Labor Board has approved such increases or decreases.

2. The National War Labor Board shall not approve any increase in the wage rates prevailing on Sept. 15, 1942, unless such increase is necessary to correct maladjustments or inequalities, to eliminate substandards of living, to correct gross inequities, or to aid in the effective prosecution of the war.

*Provided, however,* That where the National War Labor Board or the Price Administrator shall have reason to believe that a proposed wage increase will require a change in the price ceiling of the commodity or service involved, such proposed increase, if approved by the National War Labor Board, shall become effective only if also approved by the Director.

3. The National War Labor Board shall not approve a decrease in the wages for any particular work below the highest wages paid therefor between Jan. 1, 1942, and Sept. 15, 1942, unless to correct gross inequities and to aid in the effective prosecution of the war.

4. The National War Labor Board shall, by general regulation, make such exemptions from the provisions of this title in the case of small total wage increases or decreases as it deems necessary for the effective administration of this order.

5. No increases in salaries now in excess of \$5,000 per year (except in instances in which an individual has been assigned to more difficult or responsible work), shall be granted until otherwise determined by the Director.

6. No decreases shall be made in the salary for any particular work below the highest salary paid therefor between Jan. 1, 1942 and Sept. 15, 1942, unless to correct gross inequities and to aid in the effective prosecution of the war.

(b) Title III, paragraphs 3 and 4, provide:

3. No provisions with respect to wage contained in any labor agreement between em-

ployers and employees (including the shipbuilding stabilization agreements as amended on May 16, 1942, and the wage stabilization agreement of the building construction industry arrived at May 22, 1942) which is inconsistent with the policy herein enunciated or hereafter formulated by the Director shall be enforced except with the approval of the National War Labor Board within the provisions of this order. The National War Labor Board shall permit the shipbuilding stabilization committee and the wage adjustment board for the building construction industry, both of which are provided for in the foregoing agreements, to continue to perform their functions therein set forth, except in so far as any of them is inconsistent with the terms of this order.

4. In order to effectuate the purposes and provisions of this order and the act of October 2, 1942, any wage or salary payments made in contravention thereof shall be disregarded by the executive departments and other governmental agencies in determining the costs or expenses of any employer for the purpose of any law or regulation, including the Emergency Price Control Act of 1942 or any maximum price regulation thereof, or for the purpose of calculating deductions under the revenue laws of the United States or for the purpose of determining costs or expenses under any contract made by or on behalf of the government of the United States.

(c) Title IV, paragraph 1 provides:

1. The prices of agricultural commodities and of commodities manufactured or processed in whole or in substantial part from any agricultural commodity shall be stabilized, so far as practicable, on the basis of levels which existed on Sept. 15, 1942, and in compliance with the act of Oct. 2, 1942.

(d) Pending the establishment by the War Labor Board and the Economic Stabilization Director of procedures and regulations for the administration and interpretation of the Executive Order, officials and civilian employees of the War Department will not approve any modification of the wages and salaries paid by any War Department contractor.

#### § 81.1101 *Discounts in purchasing.*

(a) All purchases made directly by the War Department regardless of the method used (after advertising or by negotiation), when made on a firm price basis, will be made without regard to seller's offer of prompt payment or cash discount provisions.

(b) For all purchases hereafter initiated, all prompt payment or cash discount provisions in invitations for bids, requests for quotations or estimates, or other purchase instruments will be deleted. All requests for bids, formal or informal, will contain a clause reading substantially as follows:

No offers of prompt payment or cash discounts will be rendered to or considered by the Government.

(c) Nothing in paragraphs (a) and (b) of this section will be construed to apply to:

(1) Purchases made from a contractor under circumstances where the contractor has no competition,

(2) Purchases made under a contract executed by another Federal department or agency, or



(3) A cash discount offered after acceptance of an offer and making of award.

**§ 81.1303 W. D. Contract Form No. 3.**

Contract No. \_\_\_\_\_

**FIXED FEE CONSTRUCTION CONTRACT**

**WAR DEPARTMENT**

Contractor and address: \_\_\_\_\_

Contract for construction of: \_\_\_\_\_

Location: \_\_\_\_\_

Fixed fee: \_\_\_\_\_

Estimated construction cost exclusive of fixed fee: \_\_\_\_\_

Payment: \_\_\_\_\_

To be made by \_\_\_\_\_, U. S. Army, at: \_\_\_\_\_

The supplies and services to be obtained by this instrument are authorized by, are for the purposes set forth in, and are chargeable to the following procurement authorities, the available balances of which are sufficient to cover the cost of the same:

This contract is authorized by the following laws:

**Fixed Fee Construction Contract**

This contract, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 194\_\_\_\_, by The United States of America (hereinafter called the Government) represented by the Contracting officer executing this contract, and \_\_\_\_\_

\*a corporation organized and existing under the laws of the State of \_\_\_\_\_

\*a partnership consisting of \_\_\_\_\_

\*an individual trading as \_\_\_\_\_ of the City of \_\_\_\_\_ in the State of \_\_\_\_\_ (hereinafter called the Contractor), witnesseth that:

Whereas the Government desires to engage the services of a Contractor to perform the work and services hereinafter set forth; and

Whereas the accomplishment of the said work under a fixed-fee contract entered into after negotiations approved by the Secretary of War, and without advertising for proposals, is authorized by law and will facilitate the prosecution of the war, and

Whereas as a result of such negotiations, the Secretary of War has directed that the Government enter into a fixed-fee contract with the Contractor for the accomplishment of the said work:

Now, therefore, the parties hereto do mutually agree as follows:

**ARTICLE I. Statement of work.**

1. The Contractor shall, in the shortest possible time, furnish the labor, materials, tools, machinery and equipment, facilities, supplies not furnished by the Government, and services, and do all things necessary for the completion of the following work:

\_\_\_\_\_ all in accordance with the drawings and specifications or instructions contained in Appendix "A" hereto attached and made a part hereof, or to be furnished hereafter by the Contracting Officer and subject in every detail to his supervision, direction and instructions.

2. The Contractor shall also perform management services which shall include, among other functions, the scheduling and/or purchasing of items of materials and equipment to avoid any delays in the prosecution of the work hereunder. The Contractor shall advise and consult with the subcontractors on this project and shall direct and supervise their work, subject to the provisions of Article VII; and shall, subject to the direction of the Contracting Officer, store materials

and equipment for use in connection with the project.

3. It is estimated that the construction cost of the work listed in Section 1 of this Article will be \_\_\_\_\_

dollars (\$\_\_\_\_\_), exclusive of the Contractor's fee, and that the work herein contracted for will be ready for utilization by the Government on or before \_\_\_\_\_

It is expressly understood, however, that neither the Government nor the Contractor guarantee the correctness of either of these estimates. In consideration of his undertaking under this contract the Contractor shall receive the following:

a. Reimbursement for expenditures as provided in Article II.

b. Rental for Contractor's equipment as provided in Article II.

c. A fixed fee in the amount of \_\_\_\_\_

dollars (\$\_\_\_\_\_), which shall constitute complete compensation for the Contractor's services including profit and all general overhead expenses.

4. When in the opinion of the Contracting Officer it is to the best interest of the Government, the Contractor shall when so ordered or authorized, subcontract any or all items or classifications of work required under this contract or subsequently added thereto. Such subcontracting of work, or the performance thereof with the Contractor's own forces, regardless of the amount and/or extent of work performed or subcontracted, all with the prior written approval or order of the Contracting Officer, shall entail no adjustment in the fixed fee stipulated in Section 3c of this Article has been determined in the light of the fact that all of the work may be subcontracted pursuant to the foregoing provision. Such fee includes compensation for the services which may be rendered by the Contractor in the negotiation, supervision, and coordination of any work subcontracted and the responsibilities assumed by the Contractor in connection therewith, and is deemed to be reasonable, regardless of the amount or extent of work performed or subcontracted.

5. The Contracting Officer may at any time by written order issue additional instructions, require additional work or services or direct the omission of work or services covered by this contract. If such changes cause a material increase or decrease in the amount or character of the work to be done under this contract an equitable adjustment of the amount of the fixed fee to be paid the Contractor shall be made and the contract shall be modified in writing accordingly. Any claim for adjustment under this Article must be asserted within 10 days from the date the change is ordered. Nothing provided in this Article shall excuse the Contractor from proceeding with the prosecution of the work so changed. There shall be no adjustment in the amount of the fixed fee as provided herein, nor any claim therefor because of any errors and/or omissions made in computing the estimated cost of the construction of the work under this contract or where the actual cost varies from the estimated cost.

**ART. II. Cost of the work.**

1. Reimbursement for contractor's expenditures: The Contractor shall be reimbursed in the manner hereinafter described for such of his actual expenditures in the performance of the work as may be approved or ratified by the Contracting Officer and as are included in the following items:

a. All labor, materials, tools, machinery, equipment, supplies, services, utilities, power, and fuel necessary for either temporary or permanent use for the benefit of the work.

b. All subcontracts made in accordance with the provisions of this contract.

c. Rental actually paid by the Contractor, at rates not to exceed those approved by the Contracting Officer, for construction plant in sound and workable condition exceeding \$300 in value as may be necessary for the proper and economical prosecution of the work. Each contract for the rental of construction plant or parts thereof by the Contractor from third parties shall be in a form prescribed by the Contracting Officer and shall be subject to his approval and shall include provisions 1. that title to such construction plant or parts thereof free of all liens and encumbrances shall vest in the Government when and if the total rental paid and/or accrued to the lessor for any item of construction plant or parts thereof shall equal the approved value thereof plus one percent (1%) of the approved value per month for each contract month or fraction thereof such piece of equipment shall have been in use, and that on demand the lessor will deliver to the Contracting Officer such evidences of title as he shall demand; and 2. that at any time prior to termination of such rental agreement, the Government may at its option purchase any piece of equipment by paying the lessor the difference between the valuation of such piece of equipment plus one percent (1%) of the approved value per month for each contract month or part thereof such piece of equipment shall have been in use, and the total rental theretofore paid for such piece of equipment: *Provided, however,* That either of such provisions may be omitted from such rental agreements if the omission is approved by the Chief of the Supply Service.

d. Unloading and assembling at the site of the work of construction plant owned or rented by the Contractor; transportation thereof to the place or places where it is to be used in connection with said work, dismantling, unloading and return transportation to the point of original shipment or equivalent mileage, but in no event will the payment made for return transportation exceed the payment made for transportation to the job site unless such excess cost results solely from an increase of freight rates, or is required by Government transfer of such equipment to another site more distant from the point of origin than the site of the work set out in Article I hereof. Charges for transportation over distances in excess of 500 miles must have the written authorization of the Contracting Officer in advance. Loading at the site of origin and unloading when returned to the original shipping point or other return shipping point will not be paid by the Government and is not a reimbursable item.

e. Repairs and repair parts as are not included in the rental or are not made necessary by the fault or negligence of the Contractor or his employees.

f. Transportation charges on materials and supplies.

g. Transportation and traveling expenses to the work of the necessary field forces for the economical and successful prosecution of the work, and return when such services are no longer required; expenses of procuring labor and expediting the production and transportation of material and equipment. Expenditures under these items shall be either authorized or approved in writing by the Contracting Officer.

h. Salaries of resident engineers, superintendents, timekeepers, foremen, and other field employees of the Contractor in connection with the work. In case the full time of any field employee of the Contractor is not applied to the work, his salary shall be included in this item only in proportion to the actual time applied thereto. No person shall be assigned to service by the Contractor as superintendent of construction, chief engineer, chief purchasing agent, chief accountant, or similar position in the Contractor's

\*Delete all lines which do not apply.



field organization, or as principal assistant to any such person, until there has been submitted to and approved by the Contracting Officer a statement of the qualifications, experience, and salary of the person proposed for such assignment. The regular salary or compensation rate of any such person shall not be in excess of the highest salary or compensation rate received by him during the year preceding the date of this contract plus such increase as the Contracting Officer may approve. The payment of any excess salary over such scheduled amounts shown in the approved salary schedule, Appendix C, attached hereto and made a part hereof shall not be reimbursable, unless and until the Chief of the Supply Service has so approved in writing.

i. Buildings, trade fixtures and equipment required for necessary field offices, commissaries, hospitals, and other facilities, and the cost of maintaining and operating such field offices, commissaries, hospitals and other facilities; *Provided*, That the Contractor may enter into a contract with any third party or parties for the operation of the commissaries, hospitals, or other facilities provided for herein, in which event such contract shall be reduced to writing and the terms thereof subject to the prior written approval of the Contracting Officer.

j. Temporary rights in land required in connection with the work.

k. Premiums on such bonds and insurance policies as the Contracting Officer may approve or require as reasonably necessary for the protection of the Government or the Contractor. In every instance where this contract requires or permits the United States to pay the premium on a bond or insurance policy either directly or ultimately as a reimbursable item, the bond or insurance policy shall contain an indorsement or other recital excluding by appropriate language any claim on the part of the insurer or obligor to be subrogated, on payment of a loss or otherwise, to any claim against the United States.

l. Losses and expenses, not compensated by insurance or otherwise (including settlements made with the written consent of the Contracting Officer), actually sustained by the Contractor in connection with the work and found and certified by the Contracting Officer to be just and reasonable unless reimbursement therefor is expressly prohibited.

m. The cost of reconstructing and replacing any of the work destroyed or damaged, and not covered by insurance, but expenditures under this item must have the written authorization of the Contracting Officer in advance.

n. Payments from his own funds made by the Contractor under the Social Security Act, and any disbursements required by law, which the Contractor may be required on account of this contract to pay on or for any plant, equipment, process, organization, materials, supplies, or personnel; and, if approved in writing by the Contracting Officer in advance, permit and license fees and royalties on patents used, including those owned by the Contractor.

o. If the Contractor and/or his representative shall be required to travel, the Government will reimburse the Contractor for the transportation, including Pullman where necessary, and will allow for such travel Six Dollars (\$6.00) per day in lieu of all other expenses. Transportation by automobile on such required travel shall be reimbursed at the rate of Five Cents (\$.05) per mile as representing the actual cost of such transportation.

All travel shall be either authorized or approved in writing by the Contracting Officer. Should the Contractor, or any representative thereof, remain in a travel status in excess of six (6) days at any one time, not including the time consumed in travel, the cost for such excess travel status shall

be at the expense of the Contractor, unless otherwise ordered in writing by the Contracting Officer.

p. When specifically approved in advance by the Contracting Officer, a reasonable allowance for work done in the Contractor's general offices exclusively for and directly chargeable to the work.

q. Disbursements incident to payment of payrolls, including but not limited to the cost of disbursing cash, necessary guards, cashiers, and paymasters. If payments to employees are made by check, facilities for cashing checks must be provided without expense to employees, and the Contractor shall be reimbursed therefor.

r. Such other items not expressly excluded by other provisions of this contract as should, in the opinion of the Contracting Officer, be included in the cost of the work. When such an item is allowed by the Contracting Officer, it shall be specifically certified as being allowed under this Subsection.

s. All expenditures for which reimbursement has not been made pursuant to Letter Contract dated \_\_\_\_\_, a copy of which is attached hereto. Such Letter Contract is hereby merged and superseded by this contract.<sup>1</sup> This Subsection s. shall be deemed to be included herein if and only if this contract is preceded by a Letter Contract.

## 2. Rental for construction plant owned by contractor:

a. Rental shall be paid to the Contractor for construction plant in sound and workable condition, owned and furnished by him for the proper and economical prosecution of the work, as shown in the attached "Appendix B" hereby made a part hereof, at rental rates prescribed by the Under Secretary of War in "Uniform Rental Rates for Contractor-Owned Construction Plant", August 27, 1941.

b. In the event the Contractor, with the approval of the Contracting Officer, furnishes additional equipment that is not included in "Appendix B", rental for such equipment will be paid in accordance with the said "Uniform Rental Rates for Contractor-Owned Construction Plants."

c. Except as otherwise specified herein, rental shall begin on the date of delivery of the construction plant to a common carrier for shipment to the site of the work, as evidenced by bill of lading or other satisfactory evidence covering such shipment. In the event the construction plant is conveyed by the Contractor, the rental shall start at the time transportation to the site begins; however, the rental paid shall not exceed that for the equivalent time of shipment by common carrier.

d. If such construction plant is not in sound and workable condition, to the satisfaction of the Contracting Officer, when delivered at the site of the work, the rental period therefor shall not begin until the construction plant shall have been placed in sound and workable condition at the expense of the Contractor, and rental therefor shall not be paid for any prior period.

e. If such construction plant cannot be placed in sound and workable condition within reasonable time to the satisfaction of the Contracting Officer, no transportation charges for the shipment thereof, to or from the site of the work, shall be paid.

f. The approved value of the construction plant as shown in "Appendix B" shall be deemed binding unless the Contracting Officer shall, within twenty days after such plant has been set up and working, modify or change such valuation. In the event a change is made in the valuation of the construction plant, a corresponding change shall be made in the rental rate in accordance with said

<sup>1</sup> This Contract will bear same date as Letter Contract.

"Uniform Rental Rates for Contractor-Owned Construction Plant". Thereafter the valuation and the related rental rate shall be binding unless the rental is modified as specified below.

g. Furnish within 15 days of the date of the receipt of written notice from the Contracting Officer, construction plant listed in "Appendix B": *Provided*, That the date upon which the Contractor is required to furnish such plant shall not precede the date on which such construction plant is listed as available in said "Appendix B". In the event the Contractor fails to furnish construction plant as required by such notice, the additional cost of acquiring replacement construction plant from any source other than the Contractor shall be paid by the Contractor and shall not be a reimbursable expenditure.

h. Rental for time consumed for repairs, in excess of the time normally required for such repairs as determined by the Contracting Officer, shall be deducted from the rental in the amount of one-thirtieth of the monthly rental rate for each day determined to be in excess. When in the opinion of the Contracting Officer the amount of repairs or maintenance is excessive, a deduction shall be made from the rental.

i. The payment of rental shall cease on a date to be established in a written notice by the Contracting Officer to the Contractor, that the Construction plant is no longer required. The date of release thus established shall include an allowance for the time necessary for final repairs, dismantling and loading for shipment.

## GENERAL

3. Title to all materials, tools, machinery, equipment and supplies for which the Contractor shall be entitled to reimbursement under Article II shall vest in the Government at such point or points as the Contracting Officer may designate in writing: *Provided*, That the right of final inspection and acceptance or rejection of such materials, tools, machinery, equipment and supplies at such place or places as he may designate in writing is reserved to the Contracting Officer: *Provided further*, That upon such final inspection, the Contractor shall be given written notice of acceptance or rejection as the case may be. In the event of rejection, the Contractor shall be responsible for the removal of the rejected property within a reasonable time.

4. The work shall be executed in the best and most workmanlike manner by qualified, careful, and efficient workers, in strict conformity with the best standard practices.

5. Except as otherwise authorized by the Contracting Officer, all materials shall be of the best quality of their respective kinds. If the Contracting Officer requires that the Contractor submit for prior approval samples of materials proposed for use in the work covered by this contract, the Contractor shall make no commitments for such materials until the submitted sample has been approved by the Contracting Officer.

6. During the performance of this contract, the work shall be under the full-time resident direction of the Contractor, if an individual; of one or more principal partners if the Contractor is a partnership; or in case the Contractor is a corporation, association, or similar legal entity, one or more senior officers thereof: *Provided, however*, That the Contractor, whether an individual, a partnership, a corporation, or other legal entity, may be represented in the direction of the work by some person of a class other than those specified above, if the Contracting Officer gives his approval. In any event the Contractor shall not be entitled to be reimbursed for any salary, wages or like compensation paid for such direction of the work, whether performed by an individual, a partner, a corporate officer or other representative.



7. The Government reserves the right to furnish any materials, construction equipment, machinery, tools, or services, including communication services necessary for the completion of the work. The Contractor shall cause all equipment, machinery, and tools to which title is vested in the Government to be suitably marked with an identifying mark or symbol indicating that such items are the property of the United States. The Contractor shall maintain at all times, in a manner satisfactory to the Contracting Officer, records showing the disposition and/or use of all equipment, machinery, tools and materials purchased for the work and for which he has been reimbursed by the Government or which have been furnished by the Government. Upon the completion of this contract or upon demand, the Contractor shall return such equipment, machinery, tools and unused materials to the place designated by the Contracting Officer.

8. a. The Government reserves the right to pay directly to common carriers any or all freight charges on construction plant, materials, and supplies.

b. Insert [1359] (\$81,359).

9. The Government reserves the right to pay directly to the persons concerned all sums due from the Contractor for labor, materials, or other charges.

10. No salary of the Contractor, partners or corporate officers of the Contractor's organization shall be included in the cost of the work. No part of the expense incurred in conducting the Contractor's main office or regularly established branch offices, and no overhead expense of any kind, except as specifically authorized in Section 1 of this Article, shall be included in the cost of the work; nor shall any interest on capital employed or on borrowed money be included in the cost of the work.

11. The Contractor shall, to the extent of his ability, take all cash and trade discounts, rebates, allowances, credits, salvage, commissions, and bonifications, and when unable to take advantage of such benefits he shall promptly notify the Contracting Officer with the reason therefor. In determining the actual net cost of articles and materials of every kind required for the purpose of this contract, there shall be deducted from the gross cost thereof all cash and trade discounts, rebates, allowances, credits, commissions, and bonifications which have accrued to the benefit of the Contractor or would have so accrued but for the fault or neglect of the Contractor. Such benefits lost through no fault or neglect on the part of the Contractor, or lost through fault of the Government, shall not be deducted from gross costs.

12. All revenue received by the Contractor from the operations of the hospital, commissaries, or other facilities, or from rebates, discounts, refunds, etc., shall be accounted for by the Contractor and, except for any reasonable compensation accruing to a third party or parties for the operation of commissaries, hospitals, or other facilities, applied in reduction of the cost of the work.

#### ART. III. Payments.

1. *Reimbursement for cost:* The Government will currently reimburse the Contractor for expenditures made in accordance with Article II upon certification to and verification by the Contracting Officer of the original signed pay-rolls for labor, the receipted invoices for materials, and such other documents as the Contracting Officer may require. Generally, reimbursement will be made weekly but may be made at more frequent intervals if the conditions so warrant.

2. *Rental for contractor's equipment:* Rental as provided in Article II for such construction plant or parts thereof as the Contractor may own and furnish shall be paid monthly upon presentation of proper vouchers.

3. *Payment of the fixed-fee:* Ninety percent (90%) of the fixed-fee set out in Article

I shall be paid as it accrues, in monthly installments based upon the percentage of the completion of the work as determined from estimates submitted to and approved by the Contracting Officer. Final payment upon completion of the work and its final acceptance shall be made in accordance with Section 5. If the contract is terminated by the Government, payment shall be made in accordance with Article VI.

4. *Payments by contractor:* If bills for purchase of material, machinery or equipment, or payrolls covering employment of laborers or mechanics incurred by the Contractor or by any subcontractor hereunder are not paid promptly by the Contractor or subcontractor as the case may be, the Contracting Officer may, in his discretion, withhold from payments otherwise due the Contractor an amount equivalent to the amount of any such bill or payroll. Should the Contractor neglect or refuse to pay such bills or pay-rolls or to direct any subcontractor to pay such bills or pay-rolls within five (5) days after notice from the Contracting Officer so to do, the Government shall have the right to pay such bills or pay-rolls directly, and in such event a deduction equal to five percent (5%) of the amount so paid directly shall be made from the Contractor's fee.

5. *Final payment:* Upon completion of the work and its final acceptance in writing by the Contracting Officer, the Government shall pay to the Contractor the unpaid balance of the cost of the work determined under Article II hereof, and of the fee, less any sum that may be necessary to settle any unsettled claims in connection with this contract, or any claim the Government may have against the Contractor. The Contracting Officer shall accept the completed work with reasonable promptness. Prior to final payment and as condition thereto, the Contractor shall furnish the Government with a release of all claims against the Government arising under and by virtue of this contract other than such claims, if any, as are specifically excepted by the Contractor from the operation of the release in stated amounts to be set forth therein.

#### ART. IV. Records and accounts inspection and audit.

1. The Contractor agrees to keep records and books of account, showing the actual cost to him of all items of labor, materials, equipment, supplies, services, and other expenditures of whatever nature for which reimbursement is authorized under the provisions of this contract. The system of accounting to be employed by the Contractor shall be such as is satisfactory to the Contracting Officer.

2. The Contracting Officer shall at all times be afforded proper facilities for inspection of the work and shall at all times have access to the premises, work and materials, to all books, records, correspondence, instructions, plans, drawings, receipts, vouchers, and memoranda of every description of the Contractor pertaining to said work except such documents as have been submitted in support of reimbursement vouchers; and the Contractor shall preserve such papers without additional compensation therefor, for a period of three (3) years after completion or termination of this contract.

3. Any duly authorized representative of the Contractor shall be accorded the privilege of examining the books, records, and papers of the Contracting Officer relating to the cost of the work for the purpose of checking and verifying such cost.

4. In order to avoid so far as possible duplication in accounting and auditing functions performed by the Contractor and the Government, it is agreed that the following accounting and auditing functions shall be performed by the Government exclusively:

a. Time checking (not time keeping) in the field, or in the Contractor's plant.

b. Audit of original pay-rolls of the Contractor (or such portions thereof as are applicable), where such pay-rolls are prepared by the Contractor.<sup>1</sup>

c. Checking of equipment rentals and the preparation and delivery of properly approved rental rolls to the Contractor for payment.<sup>2</sup>

d. Such other accounting and auditing functions as may be effectively performed by Government employees and to which the Contracting Officer and the Contractor may mutually agree in writing.

5. It is further agreed that if any of the accounting and auditing functions performed exclusively by the Government do not adequately discharge such accounting and auditing functions to the satisfaction of the Contractor, the Contractor, with the approval in writing of the Contracting Officer, may perform such additional checking and auditing as may be so approved. The Contractor shall be reimbursed for the cost of such additional accounting and auditing functions as are so approved.

#### ART. V. Special requirements.

1. The Contractor hereby agrees that he will:

a. Procure and maintain such bonds and insurance in such forms and in such amounts and for such periods of time as the Contracting Officer may require.

b. Procure all necessary permits and licenses; obey and abide by all applicable laws, regulations, ordinances, and other rules of the United States of America, of the State, Territory, or political subdivision thereof wherein the work is done, or of any duly constituted public authority.

c. Reduce to writing, unless this provision is waived in writing by the Contracting Officer, every contract in excess of Two Thousand Dollars (\$2,000) made by him for the purpose of the work hereunder for services, materials, supplies, machinery, equipment, or for the use thereof; insert therein a provision that such contract is assignable to the Government; make all such contracts in his own name, and not bind or purport to bind the Government or the Contracting Officer thereunder. No purchase in excess of \$2,000 shall be made or placed without the prior approval of the Contracting Officer.

d. Enter into no subcontract for any portion of the work, except in the form prescribed by the Chief of Supply Service with the written approval of the Contracting Officer. Subcontracts are defined as contracts entered into by the Contractor with others which involve the performance, wholly or in part at the site of the work, of some part of the work described in Article I hereof.

e. At all times during the progress of the work, keep at the site thereof a duly appointed and qualified representative who shall receive and execute on the part of the Contractor such notices, directions, and instructions as the Contracting Officer may give.

f. The Contracting Officer may require the Contractor to dismiss from work such employee or employees as the Contracting Officer deems incompetent, careless, or insubordinate or whose continued employment is deemed inimical by the Contracting Officer to the public interest. The Contractor shall make every reasonable effort in the selection of his employees and in the prosecution of the work under this contract, to safeguard plot drawings and schematic drawings furnished him and drawings and specifications, and to prevent the theft or unauthorized use of the same.

g. Furnish sufficient technical, supervisory and administrative personnel to insure the

<sup>1</sup> Where pay-rolls are prepared by the Government the audit thereof by the Government will be concurrent with such preparation.

<sup>2</sup> If not applicable, this section will be omitted.



prosecution of the work in accordance with a progress schedule approved by the Contracting Officer. If, in the opinion of the Contracting Officer, the Contractor falls behind a progress schedule approved by the Contracting Officer, the Contractor shall take such steps as may be necessary to improve his progress and the Contracting Officer may direct him to increase working days, or hours of labor per day. Failure to promptly comply with such directions shall be deemed sufficient cause to terminate the contract for the fault of the Contractor.

h. Immediately upon termination of third party rental agreement, make all repairs to equipment rented thereunder which are required to be made by the terms of such rental agreements and remove such equipment from the site of the work. In cases where such repairs and removal cannot promptly be made, the Contractor shall notify the Contracting Officer of the reasons for such delay.

ART. VI. Termination of contract by Government. (Insert [§ 350] (§ 81.350))

ART. VII. Contracting Officer's decisions. The extent and character of the work to be done by the Contractor shall be subject to the general supervision, direction, control and approval of the Contracting Officer to whom the Contractor shall report and be responsible.

ART. VIII. Disputes. (Insert [§ 326] (§ 81.326))

ART. IX. Convict labor. (Insert [§ 345] (§ 81.345))

ART. X. Labor.

1. Insert [§ 343] (§ 81.343).

2. Insert [§ 346] (§ 81.346).

3. All wage rates, including compensation for overtime under Section 2 of this Article, for laborers and mechanics engaged in work under this contract shall be approved in writing by the Chief of the Supply Service or a representative expressly designated by him for that purpose, and any amount paid by the Contractor to any laborer or mechanic in excess of the wage rate approved for such laborer or mechanic by the Chief of the Supply Service or a representative expressly designated by him for that purpose shall be at the expense of the Contractor and shall not be reimbursed by the Government. When, in connection with the audit and check by the Contracting Officer or his authorized representative, of the Contractor's payrolls prior to reimbursement as contemplated in Section 1 of Article II hereof, it is found that one or more laborers and/or mechanics have been paid wages at rates in excess of the wage rates approved as herein provided, the reimbursement made to the Contractor on account of such payrolls will not include any such excess payments.

4. Insert [§ 325] (§ 81.325).

5. Insert [§ 344] (§ 81.344).

ART. XI. Accident prevention.

In order to protect the life and health of his employees in the performance of this contract, the Contractor will comply with all pertinent provisions of the "Safety Requirements in Excavation—Building—Construction" approved by Chief of Engineers December 16, 1941 (a copy of which is on file in the Office of the Contracting Officer), and as may be amended, and will take or cause to be taken such additional measures as the Contracting Officer may determine to be reasonably necessary for this purpose. The Contractor will maintain an accurate record of, and will report to the Contracting Officer in the manner and on the forms prescribed by the Contracting Officer, all cases of death, occupational disease, and traumatic injury arising out of or in the course of employment on work under this contract.

The Contracting Officer will notify the Contractor of any noncompliance with the fore-

going provisions and the action to be taken. The Contractor shall, after receipt of such notice, immediately correct the conditions to which attention has been directed. Such notice when served on the Contractor or his representative at the site of the work shall be deemed sufficient for the purpose aforesaid.

If the Contractor fails or refuses to comply promptly, the Contracting Officer may issue an order stopping all or any part of the work. When satisfactory corrective action is taken, a start order will be issued.

ART. XII. Notice to Government of labor disputes. (Insert [§ 354] (§ 81.354))

ART. XIII. Officials not to benefit. (Insert [§ 322] (§ 81.322))

ART. XIV. Covenant against contingent fees. (Insert [§ 323] (§ 81.323))

ART. XV. Contractor's organization and methods.

Upon the execution of this contract, the Contractor shall submit to the Contracting Officer a chart showing in general the executive organization, duties and personnel to be employed in connection with the work under the contracts; the data so furnished shall be supplemented as additional information becomes available.

ART. XVI. Loading and unloading cars.

The Contractor shall load promptly all railroad cars furnished for loading upon his order and shall unload from railroad cars promptly upon arrival all shipments consigned to him, and shall provide storage facilities and other facilities necessary for these purposes; and the Contractor shall not order railway cars for loading unless they can be loaded promptly and shall not cause or permit shipments to be consigned to him unless they can be unloaded from railroad cars promptly upon arrival.

ART. XVII. Assignment of claims. (Insert [§ 355] (§ 81.355))

ART. XVIII. Renegotiation. (See [§ 342] and PR 12 (§ 81.342 and §§ 81.1201-81.1213))

ART. XIX. Definitions.

1. The term "Secretary of War" as used herein shall include the Under Secretary of War; and the term "Chief of Supply Arm or Service" shall mean the Chief of

2. The term "his duly authorized representative" shall mean any person or board authorized by the Secretary of War or the Chief of the Supply Service, as the case may be, to act for him, other than the Contracting Officer.

3. The term "his duly authorized representative" shall mean any person or Board authorized by the Secretary of War or the Chief of the Supply Service, as the case may be, to act for him, other than the Contracting Officer.

4. Except for the original signing of this contract, and except as otherwise stated herein, the term "Contracting Officer" as used herein shall include his duly appointed successor or his authorized representative.

5. The term "construction plant" shall include any part thereof.

ART. XX. Approval required.

This contract shall be subject to the approval of \_\_\_\_\_ and shall not be binding unless so approved.

ART. XXI. Alterations.

The following changes were made in this contract before it was signed by the parties hereto:

IN WITNESS WHEREOF, the parties hereto have executed this contract as of the day and year first above written:

THE UNITED STATES OF AMERICA,

By \_\_\_\_\_

(Official Title)

Witnesses as to signature of Contractor

\_\_\_\_\_  
(Contractor)

\_\_\_\_\_  
(Address)

By \_\_\_\_\_

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_  
(Address)

I \_\_\_\_\_, certify that I am the Secretary of the corporation named as Contractor herein; that \_\_\_\_\_ who signed this contract on behalf of the Contractor was then \_\_\_\_\_ of said corporation; that said contract was duly signed for and on behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.

In witness whereof, I have hereunto affixed my hand and the seal of said corporation this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

[CORPORATE SEAL] \_\_\_\_\_  
(Secretary)

I hereby certify that, to the best of my knowledge and belief, based upon observation and inquiry, \_\_\_\_\_, who signed this contract for \_\_\_\_\_ had authority to execute the same, and is the individual who signs similar contracts on behalf of this corporation with the public generally.

\_\_\_\_\_  
Contracting Officer

APPENDIX "B" TO CONTRACT NO. \_\_\_\_\_

(All equipment available \_\_\_\_\_ except where otherwise specified)

Quantity	Complete description capacity, and identifying Numbers	Total purchase cost or fair value	Rental Rate: month, week, or day

#### APPENDIX "C"

There is set forth below the present key employees to be furnished under this contract indicating their names, description of work to be performed, an expression as to whether the salaries are based on a weekly, monthly or annual basis, and the maximum salary agreed upon to be paid for services in the position indicated for personnel now employed.

Name	Position	Salary based on weekly (W), monthly (M), or annual basis	Maximum salary agreed to be paid under contract

1. For the purposes of this Appendix "C" it is understood that

a. "Non-manual employees" are those employees who are not "laborers and mechanics" within the meaning of the Davis-Bacon Act. Specifically, the term "non-manual employees" has been interpreted to include all occupations not involving manual labor directly in connection with construction work.



The following is a list (not all-inclusive) of typical "Non-manual" occupations:

Accountants.	Messengers.
Architects.	Office Machine Oper-
Auditors.	ators.
Axemen.	Project Managers.
Bookkeepers.	Purchasing Agents.
Chainmen.	Rodmen.
Chiefs of party.	Stenographers.
Clerks.	Storekeepers.
Draftsmen.	Superintendents.
Engineers.	Telephone Operators.
Executives of any	Timecheckers.
kind.	Timekeepers.
Levelmen.	Tool Checkers.
Material Checkers.	Transitmen.
Material Clerks.	Typists.

b. For the purpose of this Appendix "C", non-manual employees will be classified in the following groups:

(1) Group "A". Employees whose base salaries are less than \$50.00 per week, except those included in Groups "D" and "E".

(2) Group "B". Employees whose base salaries are between \$50.00 and \$90.00 per week, inclusive, except those included in Groups "D" and "E".

(3) Group "C". Employees whose base salaries are in excess of \$90.00 per week, except those included in Groups "D" and "E".

(4) Group "D". Trade Foreman, employed by construction contractors.

(5) Group "E". Custodial employees, including Camp Assistants, Chauffeurs, Cooks, Custodians, Fire Fighters, Guards, Janitors, Watchmen, etc.

c. The base salaries of all employees of Groups "A", "B" and "C" will be established on the basis of a minimum work week of 48 hours.

d. Group "A" employees will be paid at the rate of straight time for all work which they are required to perform in excess of 48 hours per week.

e. Group "B" employees will be expected to work any reasonable number of hours, six (6) days per week, without payment of additional compensation. They will be paid at the rate of straight time (the weekly salary divided by 48) for all work which they are required to perform on the seventh day.

f. Group "C" employees will be considered key employees, and will be expected to work any necessary number of hours (including work on Sundays) without payment of additional compensation.

g. Group "D" employees will normally be employed on an hourly basis, and will be governed by the overtime policies applicable to the laborers and mechanics under their supervision.

h. The number of hours which shall constitute a work week for Group "E" employees shall be determined by the Contractor, with the approval of the Contracting Officer, and salaries for such employees fixed accordingly. Normally, Group "E" employees will not be required to work in excess of the work week thus established. In the event such excess work is necessary at any time because of unforeseen contingencies, the employee will not be paid any additional compensation, but will be granted compensatory time off with pay.

§ 81.1304 W. D. Contract Form No. 4.

Contract No. W-----

FIXED FEE ARCHITECT-ENGINEER CONTRACT  
WITH OPTIONAL SUPERVISION

WAR DEPARTMENT

Architect-engineer & address:  
Contract for architect-engineer services in  
connection with

Location:

Fixed fee for title I \$-----

for title II \$-----

Estimated construction cost exclusive of fixed  
fee:

Payment: To be made by -----

No. 223—3

The supplies and services to be obtained by this instrument are authorized by, are for the purpose set forth in, and are chargeable to the following procurement authority or authorities, the available balances of which are sufficient to cover the cost of the same.

This contract is authorized by the following laws:

#### Fixed Fee Architect-Engineer Contract With Optional Supervision

This contract, entered into this ----- day of -----, 19-----, by The United States of America (hereinafter referred to as "the Government"), represented by the Contracting Officer executing this contract, and-----

-----  
\*a corporation organized and existing under the laws of the State of -----  
\*a partnership consisting of -----

-----  
an individual trading as -----  
in the City of -----  
State of -----  
(hereinafter referred to as "the Architect-Engineer"), Witnesseth that:

Whereas the accomplishment of the herein-after described work and services is authorized by law and will facilitate the prosecution of the war; and

Whereas it is deemed by the Secretary of War to be advantageous to the war effort to employ the Architect-Engineer to render services as hereinafter set forth for the preparation of necessary reports, drawings, specifications, and other documents; and, at the option of the Government, for technical supervision of the construction of the project described in Article I-A hereof; and

Whereas the Secretary of War has authorized the Government to negotiate this Cost-Plus-A-Fixed-Fee Architect-Engineer contract:

Now, therefore, the parties hereto do mutually agree as follows:

#### TITLE I

##### ARTICLE I-A. Description of project.

1. The project shall be located at or near and is generally described as follows:

##### ART. I-B. Statement of Architect-Engineer Services.

The Architect-Engineer shall, in the shortest reasonable time, establish and maintain an office at or near the site of the work under the full-time resident direction of the Architect-Engineer; of one or more principal partners if the Architect-Engineer is a partnership or in case the Architect-Engineer is a corporation, association, or similar legal entity, one or more corporate officers thereof; or a responsible representative approved by the Contracting Officer; and the Architect-Engineer shall perform the following services (in addition to such services which may be required to be performed under Title III of this contract):

a. Make all necessary topographical and other surveys and maps; arrange for and supervise necessary test borings and other subsurface investigations: *Provided, however,* That this provision is not to be deemed to require the Architect-Engineer to make real estate or boundary surveys.

b. Prepare, subject to the approval of the Contracting Officer, preliminary studies, sketches, and layout plans and reports including estimates of cost of the proposed project and of all structures, utilities and appurtenances thereto.

c. Adapt Government designs, drawings, specifications and standards for buildings and other structures as necessary to meet the requirements of the approved layout of the proposed project, and prepare detailed designs, specifications and drawings in required form for which Government designs are incomplete or unavailable.

d. Obtain necessary permits and approvals from all local, State and Federal authorities. Should it become necessary in the performance of the work and services for the Architect-Engineer to secure the right of ingress and egress to perform any of the work required by this contract on properties not owned or controlled by the Government, the Architect-Engineer shall secure the consent of the owner, his representative, or agent, prior to effecting entry on such property. In the event the owner requires the payment of any fee for a license to enter upon and/or use such property, the Architect-Engineer, when so directed by the Contracting Officer, shall pay such fee and obtain a receipt therefor.

e. Prepare estimates of material quantities required to construct the project.

f. When preliminary drawings are approved in writing by the Contracting Officer, prepare final designs, detailed working drawings and specifications in accordance with Government standards necessary for the effective coordination and efficient execution of the construction work and revise such drawings and specifications if necessary. All reservation, topographical, utility and unit layout maps shall be inked in on linen. If deemed practicable by the Contracting Officer, all other drawings for structures and other items may be made in pencil. Prepare copies of the specifications and sets of full size copies of working drawings in such manner and in such numbers as the Contracting Officer may require. There shall be included in the specifications all provisions which the Contracting Officer may direct to have incorporated therein relating to the negotiating or awarding of contract or contracts, conditions under which the work shall be done, and any special provisions required by statute or existing War Department regulations or instructions.

g. Prepare an estimate of the cost of the proposed project based on the approved designs, drawings, and specifications therefor.

h. Establish a permanently monumented base line, with elevations, tied into North American Datum, unless specifically exempted by written instructions of the Contracting Officer.

i. Check and approve all shop and working drawings submitted in connection with the construction work to assure that they conform with approved drawings.

j. Assist the Contracting Officer in preparing invitations for offers, analyzing and evaluating proposals for a construction contract or contracts based upon the approved drawings and specifications.

##### ART. I-C. Period of service.

The Architect-Engineer shall complete all work and services under Title I of this contract except work and services required under subsection 1 of Article I-B, within ----- months after the date of this contract, but such service will extend thereafter, without additional fee, until the services set forth in Article I-B are complete or otherwise terminated.

##### ART. I-D. Fixed fee and reimbursement of expenditures.

1. In consideration for his undertakings under this Title I, the Architect-Engineer shall be paid the following:

a. A fixed fee in the amount of ----- Dollars (\$-----) which shall constitute complete compensation under this Title I for the Architect-Engineer's services, including the services of the resident partners or corporate officers, or the representative referred to in Article I-B and also all general overhead expenses except as otherwise herein expressly provided. Payments on account of the fixed-fee shall be made as provided in Article III-G hereof.

b. Reimbursement for expenditures as specified in Article III-E hereof.

#### TITLE II

At any time prior to six months after satisfactory completion and acceptance of

\*Delete all lines which do not apply.



the work and services to be furnished under Title I except subsection 1 of Article I-B, the Government at its option, may direct, by a written order, the Architect-Engineer to perform the work and services provided under this Title II. Upon receipt of such direction, the Architect-Engineer shall proceed with such work and services.

**ART. II-A. Services to be furnished by Architect-Engineer.**

1. The Architect-Engineer shall perform the following services:

a. Furnish all governing lines, bench marks and grades essential to the construction of the project.

b. Supervise the work included in this contract to assure the construction of every part of the work in accordance with the approved drawings and specifications within the areas and boundaries designated for the project.

c. Make such field and laboratory tests of concrete and concrete aggregates and other materials at the site or at any time or place as the Contracting Officer may require. Inspect and report to the Contracting Officer in writing as to the conformity or nonconformity of the workmanship and materials to specifications; and on the progress of the project.

(1) When so directed by the Contracting Officer, arrange for, by subcontract or otherwise tests and inspections of materials and workmanship by commercial testing laboratories or other similar agencies, either at such laboratories or at the points of manufacture or fabrication of materials. The cost of such tests and inspection shall be reimbursable and subcontracting thereof shall entail no adjustment in the fixed fee.

d. Furnish for the approval of the Contracting Officer:

(1) Labor estimates, to be prepared with the assistance of the Contractor, showing the approximate numbers, trades and dates required to meet the approved construction schedule.

(2) In addition to the requirements of Article III-L, semimonthly progress reports in approved form showing the progress of the construction work and any deviation from the approved construction schedule.

e. Upon termination or completion of this contract, as determined by the Contracting Officer, and before final payment of the fixed fee, the Architect-Engineer shall:

(1) Prepare record drawings in required form, or correct drawings and specifications to show construction as actually accomplished as follows:

(a) Drawings of topographical surveys, project layouts, utility layout maps, unit layout maps (including utilities), landscape layouts and detailed drawings for all special structures of a permanent nature, including sewage disposal plants, and water and electrical supply systems, shall be inked in on linen.

(b) All other drawings for structures and other items may be in pencil if deemed practicable by the Contracting Officer.

(2) Supervise the testing of operating units designed by the Architect-Engineer to assure their conformance with specifications and furnish all engineering services necessary to secure such conformance.

(3) Prepare instructions for the proper operation and maintenance of all utilities and operating equipment designed by him.

(4) Assist in preparation of the completion report for the project.

f. Prepare such partial and final estimates of quantities and values of construction work performed under lump sum and unit price contracts and/or subcontracts as may be necessary to provide the data required under the payment provisions of such contracts and/or subcontracts.

g. Perform such other services as may be required under the provisions of Title III hereof.

**ART. II-B. Period of service.**

The period of service of the Architect-Engineer under this Title II is estimated as -- months from receipt of order to proceed thereunder, but will extend thereafter until the services set forth herein are complete or otherwise terminated. If for any reason the time required of the Architect-Engineer under this Title II is extended for more than thirty (30) calendar days beyond that estimated in this Article, there shall be an equitable adjustment in the Architect-Engineer fixed fee, as may be agreed upon between the Architect-Engineer and the Contracting Officer.

**ART. II-C. Fixed fee and reimbursement of expenditures.**

1. In consideration for his undertakings under this Title II, the Architect-Engineer shall be paid the following:

a. Fixed-Fee in the amount of ----- dollars (\$-----) which shall constitute complete compensation under this Title II for the Architect-Engineer's services, including the services of the resident partners or corporate officers, or the representative referred to in Article I-B, and all general overhead expenses except as otherwise herein expressly provided. Payment on account of the fixed fee shall be made as provided in Article III-G hereof.

b. Reimbursement for expenditures specified in Title III.

**TITLE III**

The provision of this title shall apply to this entire contract, to-wit: To Title I and likewise to Title II, should Title II become operative as provided therein.

**ART. III-A. Additional services to be performed by Architect-Engineer.**

1. Without additional compensation the Architect-Engineer shall perform the following services:

a. The Architect-Engineer, or any member of the organization, when requested, shall consult and advise with the Contracting Officer on any questions which may arise in connection with the service furnished under this contract.

b. Prepare schedules and charts showing the sequence of operations in the construction of each of the several portions of the work.

c. Prepare estimates showing the quantities of critical and important materials and length of time after award of the construction contract when such materials will be required on the site.

d. Perform all other architectural and engineering services within the scope of this contract, required by the Contracting Officer.

**ART. III-B. Records and accounts, inspection and audit.**

1. **Records and books of account.** The Architect-Engineer agrees to keep records and books of account, showing the actual cost to him of all items of labor, material, equipment, supplies, services, and other expenditures of whatever nature for which reimbursement is authorized under the provisions of this contract. The system of accounting to be employed by the Architect-Engineer shall be such as is satisfactory to the Contracting Officer.

2. **Access to records by Contracting Officer and Architect-Engineer.** The Contracting Officer shall at all times be afforded proper facilities for inspection of the work and shall at all times have access to the premises, work and materials, to all books, records, correspondence, instructions, plans, drawings, receipts, vouchers, and memoranda of every description of the Architect-Engineer pertaining to said work except such documents as are submitted in support of reimbursement vouchers; and the Architect-Engineer shall preserve such papers, without additional compensation therefor, for a period of three (3) years after completion or termination of this contract. Likewise, any duly authorized representative of the Architect-Engineer shall be accorded the privilege of examining the books,

records, and papers of the Contracting Officer relating to the actual cost of the work for the purpose of checking and verifying such cost.

3. **Auditing functions.** In order to avoid so far as possible duplication in accounting and auditing functions performed by the Architect-Engineer and the Government, it is agreed that the following accounting and auditing function shall be performed by the Government exclusively.

a. Time Checking in the field or in the Architect-Engineer's plant (Not time keeping).

b. Audit of original payrolls of the Architect-Engineer (or such portions thereof as are applicable), where such payrolls are prepared by the Architect-Engineer.<sup>1</sup>

c. Checking of equipment rentals and the preparation and delivery of properly approved rental rolls to the Architect-Engineer for payment.

d. Such other accounting and auditing functions as may be effectively performed by Government employees and to which the Contracting Officer and the Architect-Engineer may mutually agree in writing.

4. **Discharge of functions.** It is further agreed that if any of the accounting and auditing functions performed exclusively by the Government do not adequately discharge such accounting and auditing functions to the satisfaction of the Architect-Engineer, the Architect-Engineer, with the approval in writing of the Contracting Officer, may perform such additional checking and auditing as may be so approved. The Architect-Engineer shall be reimbursed for the cost of such additional accounting and auditing functions as are so approved.

**ART. III-C. Equipment and services to be furnished by the Government.**

1. The Government shall provide for the use of the Architect-Engineer's field organization during the period covered by this contract, all office and drafting room space, supplies, equipment, facilities, and services necessary for the proper performance of work hereunder.

a. If any of the foregoing articles, equipment, services or other items required by the Architect-Engineer's field organization are not promptly made available by the Government, the Architect-Engineer, when such action is approved by the Contracting Officer, shall procure such items and the Architect-Engineer shall be reimbursed for expenses incurred in connection therewith: *Provided*, That direct payment by the Government shall be made as prescribed in Article III-E, Section 2 hereof for any communication services mentioned in that Article which the Architect-Engineer procures. Unless procurement on a rental basis approved in advance by the Contracting Officer, all items of office equipment which the Architect-Engineer procures under this section shall be purchased and title thereto shall vest in the Government. Third party rental agreements made for items covered by this provision shall be terminable at the option of the Government and, except for third-party owned motor-propelled vehicles, shall not contain a recapture clause.

2. Except as to property the liability for which is fixed by any other instrument or agreement or by some other provision of this contract, the Architect-Engineer shall not be liable for loss or destruction of or damage to property of the Government in the possession or control of the Architect-Engineer in connection with this contract unless such loss, damage or destruction results from wilful misconduct or failure to exercise good faith on the part of the Archi-

<sup>1</sup> Where payrolls are prepared by the Government the audit thereof by the Government will be concurrent with such preparation.



Architect-Engineer's corporate officers or other representatives having supervision or direction of the operation of the whole of the Architect-Engineer's business or of the whole of any plant operated by the Architect-Engineer in the performance of this contract.

3. In the event office space at or near the site of the work is not provided by the Government in sufficient time to permit the work and services described herein to be performed efficiently and expeditiously, the Architect-Engineer, if approved in advance in writing by the Contracting Officer, may rent or lease such space at a convenient location, or if such rented or leased space is not available, may arrange by subcontract or otherwise for the construction of a temporary structure or structures to meet his immediate needs, on Government owned or controlled property or on privately owned property leased for such purpose.

**ART. III-D. Estimated cost of construction.**

1. The present preliminary estimated construction cost of the project on which the services of this contract are based is approximately ----- Dollars (\$-----) exclusive of Architect-Engineer's fixed-fee. It is expressly understood, however, that neither the Government nor the Architect-Engineer guarantees the correctness of this estimate.

**ART. III-E. Reimbursement for expenditures.**

1. In addition of the payment of the fixed-fee as specified herein, the Architect-Engineer will be reimbursed for such of his actual expenditures in the performance of the work as may be approved or ratified by the Contracting Officer and as are included in the following items.

a. Actual salaries or wages paid to principal assistant engineers, engineers, architects and other technical, administrative and field employees of the Architect-Engineer directly engaged in the work including those in both his home and field office. The payment of any excess over the scheduled amounts shown in the approved salary schedule, Appendix "C" attached hereto and made a part hereof, shall not be reimbursable, unless and until the Chief of the Supply Service has so approved in writing.

b. In case the full time of one or more employees of the Architect-Engineer is not applied to the work hereunder, the salaries or wages of such employees shall be included in this item only in proportion to the actual time applied thereto.

c. Travel: (1) If the Architect-Engineer and/or his representatives shall be required to travel, the Government will reimburse the Architect-Engineer for the transportation, including Pullman where necessary, and will allow the traveler Six Dollars (\$6.00) per day in lieu of all other expenses.

(2) All travel shall be either authorized or approved in writing by the Contracting Officer. Should the Architect-Engineer, or any representative thereof, remain in a travel status in excess of six (6) days at any one time, not including the time consumed in travel the cost for such excess travel status shall be at the expense of the Architect-Engineer unless otherwise ordered in writing by the Contracting Officer.

(3) Authorized transportation by automobile shall be reimbursed at the rate of Five Cents (\$.05) per mile as representing the actual cost of such transportation.

d. Payment from his own funds made by the Architect-Engineer under the Federal Social Security Act and any applicable state or local taxes, fees or charges which the Architect-Engineer may be required to pay from his own funds on account of this contract.

e. Costs of such bonds and insurance policies and premiums thereon as the Contracting Officer may require for the protection of the Government and may approve

as reasonably necessary for the protection of the Architect-Engineer. In every instance where this contract requires or permits the United States to pay the premium on a bond or insurance policy either directly or ultimately as a reimbursable item, the bond or insurance policy shall contain an endorsement or other recital excluding by appropriate language any claim on the part of the insurer or obligor to be subrogated, on payment of a loss or otherwise, to any claim against the United States.

f. Losses and expenses, not compensated by insurance or otherwise (including settlements made with the written consent of the Contracting Officer), actually sustained by the Architect-Engineer in connection with the work and found and certified by the Contracting Officer to be just and reasonable unless reimbursement therefor is expressly prohibited.

g. Subcontracts, when approved by the Contracting Officer. Unless otherwise expressly provided for in this contract, subcontracting of any services covered by this contract shall be subject to a decrease in the fixed fee by an equitable adjustment on the basis of the decrease in services due to such subcontracting.

h. Temporary rights in land required in connection with the work and services hereunder, when approved in writing by the Contracting Officer.

i. Expenditures made by the Architect-Engineer under the provisions of Article III-C and III-F of this contract.

j. Such other items as should in the opinion of the Contracting Officer, be included in the cost of the work, provided that when such items are allowed by the Contracting Officer, they shall be specifically certified as being allowed under this subsection.

k. All expenditures for which reimbursement has not been made pursuant to Letter Contract dated -----, a copy of which is attached hereto. Such Letter Contract is hereby merged and superseded by this contract.<sup>1</sup> This subparagraph k shall be deemed to be included herein if and only if this contract is preceded by a Letter Contract.

l. Rental for equipment owned and furnished by the Architect-Engineer, subject to such rental rates, terms and conditions as may be approved by the Contracting Officer: *Provided*, That the necessity for the use of such equipment is approved in advance by the Contracting Officer: *And provided, further*, That such equipment shall not be subject to recapture.

m. Rental paid by the Architect-Engineer for third-party-owned motor propelled vehicles. Each agreement for the rental of such equipment shall be in a form prescribed by the Contracting Officer, shall be subject to his approval and shall include provisions (1) that title to such equipment free of all liens and encumbrances shall vest in the Government when and if the total rental paid and/or accrued to the lessor for any item of equipment shall equal the approved value thereof plus one per cent (1%) of the approved value per month for each contract month or fraction thereof such piece of equipment shall have been in use, and that on demand the lessor will deliver to the Contracting Officer such evidences of title as he shall demand; and (2) that at any time prior to termination of such rental agreement, the Government may at its option purchase any piece of equipment by paying the lessor the difference between the valuation of such piece of equipment plus one per cent (1%) of the approved value per month for each contract month or part thereof such piece of equipment shall have been in use, and the total rental theretofore paid for such piece of

<sup>1</sup> This contract will bear same date as Letter Contract.

equipment: *Provided, however*, That either of such provisions may be omitted from such rental agreements if the omission is approved by the Chief of the Supply Service.

n. Fees for necessary permits and licenses under subparagraph d of Article I-B hereof.

o. Reimbursement under this Article shall include all actual expenditures directly chargeable to the work and services provided herein performed at the Architect-Engineer's home office, its field office, or elsewhere.

2. The Government will pay directly for all telegraphic communications (including teletype and facsimile when authorized by the Contracting Officer to be installed), cablegrams, radiograms, and similar messages that may be sent by the Architect-Engineer pertaining directly to the contract for work to be done or materials to be furnished thereunder, and the Architect-Engineer is hereby designated as an agent of the Government for the purpose of causing to be transmitted any such messages.

3. No salary, wages or like compensation of the Architect-Engineer, partners or corporate officers of the Architect-Engineer's organization and no salary, wages or like compensation of the resident manager referred to in Article I-B shall be included in the cost of the work; nor shall any interest on capital employed or on borrowed money be included in the cost of the work.

**ART. III-F. Expert technical assistance.**

1. When in the judgment of the Contracting Officer the complexity and nature of the project are such as to require expert technical assistance, or services, or advice in connection with special phases of the work such as site planning, aerial surveys, manufacturing processes, or other problems of a highly technical character, the Architect-Engineer may obtain by subcontract or otherwise, when so ordered by the Contracting Officer, such supplemental professional services as are necessary for the proper performance of this contract. The obtaining of such supplemental professional services shall entail no adjustment of the fixed-fee.

2. The provisions of the above Section shall not apply to the usual professional services normally furnished by Architect-Engineers, including but not limited to topographic surveys, design of water supply and sewerage systems, power plants and other utilities, structures and foundations. If, in the opinion of the Contracting Officer, it is essential for the proper prosecution of the work that the Architect-Engineer obtain expert technical advice or consulting services in connection with those classes of service not included in Section 1 above, the cost of obtaining such advice or service shall not be reimbursable except for the salaries of employees of such consultants, when assigned to the work on a full-time basis.

**ART. III-G. Method of payment.**

1. Payments to the Architect-Engineer are to be made as follows:

a. At intervals of not less than two weeks, the Architect-Engineer shall prepare a statement of the actual salaries paid, as hereinbefore mentioned, during the preceding period of two weeks, together with a statement of all other reimbursable expenses and including an estimate of the portion of the Architect-Engineer's fixed-fee earned. These statements, with original certified payrolls, receipted bills for all expenses including materials, rentals, supplies and equipment, and all other supporting data as may be required, shall be required, shall be delivered to the Contracting Officer. The approved amounts of such statements shall be the basis for the preparation of the public voucher.

b. Payments of reimbursable cost items and of 90% of the amount of the Architect-Engineer's fee earned shall be made on vouchers approved by the Contracting Officer on standard forms, as soon as practicable after the submission of statements, supported by original certified payrolls, receipted bills for



all expenses including materials, supplies and equipment, rentals, and all other supporting data. Upon completion of the project and its final acceptance the Architect-Engineer shall be paid the unpaid balance of any money due the Architect-Engineer hereunder. Prior to final payment under the contract, or prior to settlement upon termination of the contract, and as a condition precedent thereto, the Architect-Engineer shall execute and deliver to the Contracting Officer a release, in such form and containing such provisions as shall be approved by the Contracting Officer, of claims or demands of any nature whatsoever, against the Government arising under and by virtue of this contract other than such claims, if any, as are specifically excepted by the Architect-Engineer from the operation of the release in stated amounts to be set forth therein.

c. In the event that the Government does not exercise the option under Title II of this contract within 30 days after the satisfactory completion and acceptance by the Contracting Officer of the work done by the Architect-Engineer under Article I-B, subsections a through h inclusive, the Architect-Engineer shall be paid the unpaid balance of any money due for work done under said Article I-B, subsections a through h inclusive.

ART. III-H. *Drawings and other data to become property of Government.*

1. All drawings, designs and specifications are to become the property of the Government on completion as outlined in this contract, and the Government shall have full right to use said drawings, designs and specifications as instruments for the purpose of constructing, under contract or otherwise any buildings or other structures for the sole use of the Government when and where the Government may designate, without any claim on the part of the Architect-Engineer for additional compensation.

2. All notes, designs, drawings and other data concerning the project shall be delivered to the Government whenever requested by the Contracting Officer and, furthermore, access to such data shall be restricted to trusted and duly authorized representatives of the Government and of the Architect-Engineer.

ART. III-I. *The Contracting Officer's decisions.*

1. The extent and character of the work to be done by the Architect-Engineer shall be subject to the general supervision, direction, control, and approval of the Contracting Officer, to whom the Architect-Engineer shall report and be responsible.

ART. III-J. *Disputes.* (Insert [§ 326] (§ 81.326))

ART. III-K. *Changes in work or services.*

1. The Contracting Officer may at any time by written order issue additional instructions, require additional work or services or direct the omission of work or services covered by this contract. If such changes cause a material increase or decrease in the amount or character of the work and services to be done under this contract an equitable adjustment of the amount of the fixed fee to be paid the Architect-Engineer shall be made and the contract shall be modified in writing accordingly. Any claim for adjustment under this Article must be asserted within 10 days from the date the change is ordered. Nothing provided in this Article shall excuse the Architect-Engineer from proceeding with the prosecution of the work so changed. There shall be no adjustment in the amount of the fixed fee as provided herein, nor any claim therefor because of any errors and/or omissions made in computing the estimated cost of the work under this contract or where the actual cost varies from the estimated cost.

ART. III-L. *Termination for cause or for convenience of the Government.*

1. The Government may terminate this contract at any time and for any cause by a notice in writing from the Contracting

Officer to the Architect-Engineer. Upon receipt of such notice the Architect-Engineer shall, unless the notice directs otherwise, immediately discontinue all work and the placing of all orders for materials, facilities and supplies in connection with performance of this contract and shall proceed to cancel promptly all existing orders and terminate work under subcontracts insofar as such orders and/or work are chargeable to this contract.

2. Upon the termination of this contract, full and complete settlement of all claims of the Architect-Engineer arising out of this contract shall be made as follows:

a. The Government shall assume and become liable for all obligations, commitments, and claims that the Architect-Engineer may have theretofore in good faith undertaken or incurred in connection with said work and in accordance with the provisions of this contract; and the Architect-Engineer shall, as a condition of receiving the payments mentioned in this Article, execute and deliver all such papers and take all such steps as the Contracting Officer may require for the purpose of fully vesting in the Government the rights and benefits of the Architect-Engineer under such obligations or commitments.

b. The Government shall reimburse the Architect-Engineer for all expenditures made in accordance with Article III-E and not previously reimbursed.

c. The obligations of the Government to make any of the payments required by this Article, or by Article III-G of this contract, shall be subject to any unsettled claims for labor or material or any claim the Government may have against the Architect-Engineer.

3. If the contract is terminated for the convenience of the Government, the Architect-Engineer will be paid promptly that proportion of the prescribed fixed-fee which the work actually performed bears to the total work called for under this contract, less fixed-fee payments previously made, and the Government shall further reimburse the Architect-Engineer for such essential expenditures, made after the date of termination, for the protection of Government property and for accounting services in connection with the settlement of this contract, as the Contracting Officer may approve.

4. If the contract is terminated due to the fault of the Architect-Engineer, no further payments on account of the fixed-fee will be made.

ART. III-M. *Progress reports and changes in personnel.*

1. The Architect-Engineer shall promptly, after the execution of the contract, prepare and submit to the Contracting Officer, for approval, a schedule showing the order in which the Architect-Engineer proposes to carry on the work, with dates on which he will start the several salient features of the work and the contemplated dates for completing the same. The schedule shall be in the form of a progress chart at suitable scale as to indicate with symbols the percentage completed at any time. The Architect-Engineer shall correct the progress schedule at the end of each week and shall immediately deliver to the Contracting Officer three copies of the same.

2. The Architect-Engineer shall furnish sufficient technical, supervisory and Administrative personnel to insure the prosecution of the work in accordance with the approved progress schedule. If, in the opinion of the Contracting Officer, the Architect-Engineer falls behind the progress schedule, the Architect-Engineer shall take such steps as may be necessary to improve his progress and the Contracting Officer may direct him to increase working days per week, or hours of labor per day and failure to promptly comply with such directions shall be deemed sufficient cause to terminate the contract.

3. When in the opinion of the Contracting Officer the Architect-Engineer's personnel and/or overhead is excessive for the proper performance of this contract, reductions thereof shall be made as required by the Contracting Officer.

ART. III-N. *Covenant against contingent fees.* (Insert [§ 323] (§ 81.323))

ART. III-O. *Officials not to benefit.* (Insert [§ 322] (§ 81.322))

ART. III-P. *Assignment of claims.* (Insert [§ 355] (§ 81.355))

ART. III-Q. *Anti-Discrimination.* (Insert [§ 325] (§ 81.325))

ART. III-R. *Convict labor.* ([§ 345] (§ 81.345))

ART. III-S. *Dismissals.*

1. The Contracting Officer may require the Contractor to dismiss from work such employee or employees as the Contracting Officer deems incompetent, careless, or insubordinate or whose continued employment is deemed inimical by the Contracting Officer to the public interest. The Architect-Engineer shall make every reasonable effort in the selection of his employees and in the prosecution of the work under this contract to safeguard plot drawings and schematic drawings furnished him, and drawings and specifications; and to prevent the theft or unauthorized use of the same.

ART. III-T. *Accident prevention.*

1. In order to protect the life and health of his employees in the performance of this contract, the Architect-Engineer will comply with all pertinent provisions of the "Safety Requirements in Excavation—Building—Construction" approved by Chief of Engineers December 16, 1941 (a copy of which is on file in the Office of the Contracting Officer), and as may be amended, and will take or cause to be taken such additional measures as the Contracting Officer may determine to be reasonably necessary for this purpose. The Architect-Engineer will maintain an accurate record of, and will report to the Contracting Officer in the manner and on the forms prescribed by the Contracting Officer, all cases of death, occupational disease, and traumatic injury arising out of or in the course of employment on work under this contract.

2. The Contracting Officer will notify the Architect-Engineer of any noncompliance with the foregoing provisions and the action to be taken. The Architect-Engineer shall, after receipt of such notice, immediately correct the conditions to which attention has been directed. Such notice when served on the Architect-Engineer or his representative at the site of the work shall be deemed sufficient for the purpose aforesaid.

3. If the Architect-Engineer fails or refuses to comply promptly, the Contracting Officer may issue an order stopping all or any part of the work. When satisfactory corrective action is taken, a start order will be issued.

ART. III-U. *Renegotiation.* (See [§ 342] and PR 12 (§ 81.342 and §§ 81.1201 to 81.1213))

ART. III-V. *Approval required.*

1. This contract shall be subject to the approval of \_\_\_\_\_ and shall not be binding unless so approved.

ART. III-W. *Definitions.*

1. The term "Chief of the Supply Service" refers to the head of a service of the War Department, viz., the Chief of Engineers, the Chief of Ordnance, or the Chief of Chemical Warfare Service.

2. The terms "Secretary of War" and "Chief of the Supply Service" shall include their duly authorized representatives as the case may be other than the Contracting Officer.

3. The terms "Secretary of War" and "Chief of Engineers" shall include any person or board authorized by the Secretary of War or the Chief of the Supply Service, as the case may be, to act for him, other than the Contracting Officer.



4. Except for the original signing of this contract, the term "Contracting Officer" as used herein shall include his duly appointed successor or his authorized representative.

#### ART. III-X. Alterations.

The following changes were made in this contract before it was signed by the parties hereto:

In witness whereof, the parties hereto have executed this contract as of the day and year first above written.

THE UNITED STATES OF AMERICA

By \_\_\_\_\_

(Contracting officer)

ARCHITECT-ENGINEER,

By \_\_\_\_\_

(Title)

(Business address)

Witnesses as to signature of Architect-Engineer:

(Address)

(Address)

#### CERTIFICATION

I, \_\_\_\_\_ do hereby certify that I am the duly qualified \_\_\_\_\_ of the corporation named herein as Architect-Engineer; that \_\_\_\_\_ who signed this contract on behalf of the Architect-Engineer was then \_\_\_\_\_ of said corporation; that said contract was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

In witness whereof, I have hereunto affixed my hand and the seal of the \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 194\_\_\_\_\_

[CORPORATE SEAL] \_\_\_\_\_

#### APPENDIX "C"

There is set forth below the present key employees proposed to be furnished under this contract indicating their names, description of work to be performed, an expression as to whether the salaries are based on a weekly, monthly or annual basis, and the maximum salary agreed upon to be paid for services in the position indicated for personnel now employed.

Name	Position	Salary based on weekly (W), monthly (M), or annual basis	Maximum salary agreed to be paid under contract

1. For the purposes of this Appendix "C" it is understood that

a. "Non-manual employees are those employees who are not laborers and mechanics" within the meaning of the Davis-Bacon Act. Specifically, the term "non-manual employees" has been interpreted to include all occupations not involving manual labor directly in connection with construction work. The following is a list (not all-inclusive) of typical "Non-manual" occupations:

Accountants.  
Architects.  
Auditors.  
Axemen.

Bookkeepers.  
Chainmen.  
Chiefs of party.  
Clerks.

Draftsmen.  
Engineers.  
Executives of any kind.  
Levelmen.  
Material Checkers.  
Material Clerks.  
Messengers.  
Office Machine Operators.  
Project Managers.  
Purchasing Agents.  
Rodmen.  
Stenographers.  
Storekeepers.  
Superintendents.  
Telephone Operators.  
Timecheckers.  
Timekeepers.  
Tool Checkers.  
Transitmen.  
Typists.

b. For the purpose of this Appendix "C", non-manual employees will be classified in the following groups:

(1) Group "A". Employees whose base salaries are less than \$50.00 per week, except those included in Groups "D" and "E".

(2) Group "B". Employees whose base salaries are between \$50.00 and \$90.00 per week, inclusive, except those included in Groups "D" and "E".

(3) Group "C". Employees whose base salaries are in excess of \$90.00 per week, except those included in Groups "D" and "E".

(4) Group "D". Trade Foremen, employed by construction contractors.

(5) Group "E". Custodial employees, including Camp Assistants, Chauffeurs, Cooks, Custodians, Fire Fighters, Guards, Janitors, Watchmen, etc.

c. The base salaries of all employees of Groups "A", "B" and "C" will be established on the basis of a minimum work week of 48 hours.

d. Group "A" employees will be paid at the rate of straight time for all work which they are required to perform in excess of 48 hours per week.

e. Group "B" employees will be expected to work any reasonable number of hours, six (6) days per week, without payment of additional compensation. They will be paid at the rate of straight time (the weekly salary divided by 48) for all work which they are required to perform on the seventh day.

f. Group "C" employees will be considered key employees, and will be expected to work any necessary number of hours (including work on Sundays) without payment of additional compensation.

g. Group "D" employees will normally be employed on an hourly basis, and will be governed by the overtime policies applicable to the laborers and mechanics under their supervision.

h. The number of hours which shall constitute a work week for Group "E" employees shall be determined by the Contractor, with the approval of the Contracting Officer, and salaries for such employees fixed accordingly. Normally, Group "E" employees will not be required to work in excess of the work week thus established. In the event such excess work is necessary at any time because of unforeseen contingencies, the employee will not be paid any additional compensation, but will be granted compensatory time off with pay.

§ 81.1306 W. D. Contract Form No. 6.

Contract No. \_\_\_\_\_  
Purchase Order Office Identifying No. \_\_\_\_\_

Offer and Acceptance.

Date \_\_\_\_\_

(Office or Station)

(Address)

Payment will be made by Finance Officer at \_\_\_\_\_

The supplies and services to be obtained by this instrument are authorized by, or for the purpose set forth in, and are chargeable to Procurement Authority, No. \_\_\_\_\_ quoted below, the available balance of which is sufficient to cover cost of same.  
Auth. No. \_\_\_\_\_

#### OFFER

Confirming negotiations, the undersigned agrees to furnish the supplies, and/or services as listed below, at the price and terms specified

and in accordance with the conditions on the reverse hereof and on continuation sheets attached hereto.

Articles or services	Quantity	Unit	Unit price	Amount	
				Dollars	Cents

Delivery point, f. o. b. \_\_\_\_\_

Delivery Schedule: \_\_\_\_\_

Contractor \_\_\_\_\_ Address \_\_\_\_\_

By \_\_\_\_\_ Title \_\_\_\_\_

(Signature of person authorized to sign this contract)

#### ACCEPTANCE BY THE GOVERNMENT

(Date)

Name \_\_\_\_\_ Title \_\_\_\_\_

#### CONDITIONS

1. Insert [1322] (§ 81.322).
2. Insert [1323] (§ 81.323).
3. Insert [1352] (§ 81.352).
4. Insert [1324] (§ 81.324).
5. Insert [1325] (§ 81.325).
6. Insert [1357] (§ 81.357).
7. Insert [1326] (§ 81.326).
8. Insert [1328] (§ 81.328).
9. Renegotiation (If more than \$100,000, see [1342] and PR12 (81.342 and §§ 81.1201-81.1213)).
10. Insert [1353] (§ 81.353).
11. Insert [1354] (§ 81.354).
12. Insert [1345] (§ 81.345).
13. Insert [1355] (§ 81.355).

NOTE: For a form of certificate as to the authority of the person signing on behalf of the Contractor see Article 28 under § 81.1301.

§ 81.1312 W. D. Contract Form No. 12.

Contract No. \_\_\_\_\_

FIXED FEE ARCHITECT-ENGINEER-CONSTRUCTION-MANAGEMENT SERVICES CONTRACT

#### WAR DEPARTMENT

Architect-Engineer-Construction-Manager & address:

Contract for Architect-Engineer-Construction-Management Services in connection with:

Location:

Fixed fee:

Estimated construction cost exclusive of fixed fee:

Payment: To be made by \_\_\_\_\_ At: \_\_\_\_\_

The supplies and services to be obtained by this instrument are authorized by, or for the purpose set forth in, and are chargeable to the following procurement authorities, the available balances of which are sufficient to cover the cost of the same:

This contract is authorized by the following laws:

#### Fixed-Fee

Architect-Engineer-Construction-Management Services Contract

This Contract, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 194\_\_\_\_\_, by THE UNITED STATES OF AMERICA (hereinafter called the "Government"), represented by the Contracting Officer executing this contract, and



\* a corporation organized and existing under the laws of the State of \_\_\_\_\_

\* a partnership consisting of \_\_\_\_\_

\* an individual trading as \_\_\_\_\_ of the City of \_\_\_\_\_ in the State of \_\_\_\_\_ (hereinafter for brevity called the "A-E-M"). Witnesseth That:

Whereas, the Government desires to engage the services of an architect-engineer-manager to perform such architect-engineering services as are hereinafter described, the construction of certain portions of the work, and management services for the entire project; and

Whereas, the accomplishment of the work by the A-E-M under a cost-plus-a-fixed-fee contract, entered into after negotiations approved by the Secretary of War, and without advertising for proposals, is authorized by law and will facilitate the prosecution of the war; and

Whereas, as a result of such negotiations, the Secretary of War has directed that the Government enter into such contract with the A-E-M for the accomplishment of the work hereinafter described:

Now, Therefore, the parties hereto do mutually agree as follows:

#### ARTICLE I. Statement of work.

1. The A-E-M shall, in the shortest reasonable time, furnish the labor, materials, tools, machinery and equipment, facilities, supplies not furnished by the Government, and services, and do all things necessary for the completion of the following described work:

all in accordance with the drawings and specifications or instructions contained in Appendix "A" hereto attached and made a part hereof, or to be furnished hereafter by the Contracting Officer and subject in every detail to his supervision, direction and instructions.

#### ART. II. General statement of work and services.

1. The A-E-M shall render all architect-engineering and other services incident to design, inspection and supervision of the project, more specifically described in Article I hereof.

2. Insofar as is practicable, where such action will not, in the opinion of the A-E-M, result in delay in completion of the facilities, all construction work shall be accomplished by contracts, either on lump sum or unit price basis awarded and entered into by the Government after negotiations therefor with the assistance of the A-E-M.

3. The A-E-M shall, in the shortest reasonable time, prepare adequate plans, specifications, bills of material, and estimates covering:

a. Items of materials and equipment.  
b. Any and all items of construction work for which contracts may be awarded on lump sum or unit price basis.

c. All other items of construction work for which lump sum or unit price contracts are not awarded.

4. When drawings and specifications are sufficiently complete with respect to any portion of construction work, which in the judgment of the A-E-M and the Contracting Officer may be contracted for on lump sum or unit price basis, the A-E-M shall furnish complete bid documents, conforming to law and regulations, for the letting of such contracts by the Government, and shall assist the Contracting Officer in evaluating proposals, and shall render such other services in connection with the award of contracts, based upon such approved drawings and

specifications, as the Contracting Officer may require.

5. The A-E-M shall furnish or assemble such necessary force of superintendents, foremen, skilled workmen and laborers, construction tools and equipment and shall construct all items of construction work required by this contract for which contracts are not awarded by the Government on lump sum or unit price basis, except that the A-E-M may with the prior approval of the Contracting Officer subcontract in his own name for the performance of construction work on a lump sum, unit price, or fixed-fee basis when this method will in his opinion result in decreasing the time of completion of the project and/or the cost to the Government. Cost-plus-a-fixed-fee subcontracts will be entered into only after a written determination with reasons therefor by the A-E-M, and the approval of the Contracting Officer.

6. The A-E-M shall provide the necessary office space, at the site of the work for the representatives of the Contracting Officer and himself.

#### ART. III. Statement of Architect-Engineer Services.

1. The A-E-M shall, in the shortest reasonable time, establish and maintain an office at or near the site of the work under the full-time resident direction of the A-E-M, if an individual; of one or more principal partners if the A-E-M is a partnership; or in case the A-E-M is a corporation, association or similar legal entity, one or more senior officers thereof: *Provided, however,* That the A-E-M, whether an individual, a partnership, a corporation, or other legal entity may be represented in the direction of the work by some person or persons of a class other than those specified above, if the Contracting Officer gives his approval. It is agreed that there shall be \_\_\_\_\_ representative(s) of the A-E-M for the purpose above mentioned. The A-E-M shall perform the following services:

a. Make all necessary topographical and other surveys and maps; arrange for and supervise necessary test borings and other subsurface investigations. *Provided, however,* That this provision is not to be deemed to require the A-E-M to make real estate surveys.

b. Prepare, subject to the approval of the Contracting Officer, preliminary studies, sketches, and layout plans and reports including estimates of cost of the proposed project and of all structures, utilities and appurtenances thereto.

c. Adapt and modify Government designs, drawings, specifications and standards for buildings and other structures as necessary to meet the requirements of the approved layout of the proposed project, and prepare detailed designs, specifications and drawings in required form for which Government designs are incomplete or unavailable.

d. Obtain necessary permits and approvals from all local, State and Federal authorities. Should it become necessary in the performance of the work and services for the A-E-M to secure the right of ingress or egress to perform any of the work required by this contract on properties not owned or controlled by the Government, the A-E-M shall secure the consent of the owner, his representative, or agent, prior to effecting entry on such property. In the event the owner requires the payment of any fee for a license to enter upon and/or use such property, the A-E-M, when so directed by the Contracting Officer, shall pay such fee and obtain a receipt therefor.

e. Prepare estimates of material quantities required to construct the project.

f. When preliminary drawings are approved in writing by the Contracting Officer, prepare final designs, detailed working drawings and specifications in accordance with Government standards necessary for the effective coordination and efficient execution of the

construction work and revise such drawings and specifications if necessary. All reservation, topographical, utility and unit layout maps shall be inked in on linen. If deemed practicable by the Contracting Officer, all other drawings for structures and other items may be made on paper in pencil. Prepare copies of the specifications and sets of full size copies of working drawings in such manner and in such numbers as the Contracting Officer may require.

There shall be included in the specifications all provisions which the Contracting Officer may direct to have incorporated therein relating to the awarding of the construction contracts, contemplated by Section 2 of Article II, conditions under which the work shall be done, including a provision that the Contractors (lump sum and unit price contractors and lump sum subcontractors) and all persons employed directly or indirectly under such construction contracts, will utilize the hospital and first-aid facilities furnished by the A-E-M, and any special provisions required by statute or existing War Department regulations or instructions.

g. Prepare an estimate of the cost of the proposed project based on the approved designs, drawings and specifications therefor, and furnish for the approval of the Contracting Officer:

(1) Schedules and charts showing the proposed sequence of operations in the construction of each of the several portions of the work.

(2) Estimates showing the amounts of critical and important materials and dates when such materials will be required on the site.

(3) Labor estimates, to be prepared with the assistance of other construction contractors, contemplated by Section 2 of Article II, showing the approximate numbers, trades and dates required to meet the schedule in (1) above.

(4) In addition to the requirements of Article XXVI, semimonthly progress reports in approved form showing the progress of the construction work and any deviation from the approved construction schedule.

h. Establish a permanently monumented base line, with elevations, tied into the North American Datum, unless specifically exempted by written instructions of the Contracting Officer. Furnish all governing lines, bench marks and grades essential to the construction of the project.

i. Supervise the work included in this contract to assure the construction of every part of the work in accordance with the approved drawings and specifications within the areas and boundaries designated for the project.

j. Check and approve all shop and working drawings submitted in connection with the construction work to assure that they conform with approved drawings.

k. Make or cause to be made such field and laboratory tests of concrete and concrete aggregates and other materials at the site or at any time or place as the Contracting Officer may require. Inspect and report to the Contracting Officer in writing as to the conformity or nonconformity of the workmanship and materials to specifications; and on the progress of the project.

(1) When so directed by the Contracting Officer, arrange for, by subcontract or otherwise, and supervise tests and inspections of materials and workmanship by commercial testing laboratories or other similar agencies, either at such laboratories or at the points of manufacture or fabrication of materials. The cost of such tests and inspection shall be reimbursable and the subcontracting thereof shall entail no adjustment in the fixed fee. Subcontracting of any other architect-engineer services, unless otherwise expressly provided for in this contract, shall be subject to a decrease in the fixed fee by an equitable adjustment on the basis of the decrease in services due to such subcontracting.

\*Delete all lines which do not apply.



1. Upon termination or prior to completion of this contract, as determined by the Contracting Officer, and before final payment of the fixed-fee, the A-E-M shall:

(1) Prepare record drawings in required form, or correct drawings and specifications to show construction as actually accomplished as follows:

(a) Drawings of topographical surveys, project layouts, utility layout maps, unit layout maps (including utilities), landscape layouts and detailed drawings for all special structures of a permanent nature, including sewage disposal plants, and water and electrical supply systems, shall be inked in on linen.

(b) All other drawings for structures and other items may be made in pencil if deemed practicable by the Contracting Officer.

(2) Supervise the testing of operating units designed by the A-E-M to assure their conformance with specifications and furnish all engineering services necessary to secure such conformance.

(3) Prepare instructions for the proper operation and maintenance of all utilities and operating equipment designed by the A-E-M.

m. Without additional compensation the A-E-M, or any member of the organization, when requested, shall consult and advise with the Contracting Officer on any questions which may arise in connection with the work.

n. Prepare partial and final estimates of quantities and values of work done under lump sum and unit price contracts and subcontracts necessary to provide data required under the payment provisions of such contracts and subcontracts.

o. Perform all other architectural and engineering services within the scope of this contract required by the Contracting Officer.

#### ART. IV. Statement of construction services.

1. The A-E-M shall, in the shortest practicable time, furnish the services, labor, materials, tools, machinery, equipment, facilities and supplies not furnished by the Government and do all things necessary for the construction of that portion of the project not performed by the Government or performed under the contracts contemplated by Sections 2 and 5 of Article II, all in accordance with the approved drawings and specifications.

#### ART. V. Statement of management services.

1. The A-E-M shall furnish management services to assure the satisfactory completion of the project. Such services shall include, among other functions, the preparation of contract documents, and scheduling such contracts as to units of work, time of completion, and other salient phases so as to assure the orderly prosecution of the work. Such services shall also extend to the scheduling and/or purchasing of items of materials and equipment to avoid any delays in the prosecution of the work hereunder. The A-E-M shall advise and consult with the construction contractors on this project and shall direct and supervise their work, subject to the provisions of Article XVII; and shall, when directed or authorized by the Contracting Officer, procure and store materials and equipment for use in connection with the project.

#### ART. VI. Estimated cost, fee and performance period.

1. It is estimated that the cost of the construction of the project will be -----

----- Dollars (\$-----) exclusive of the A-E-M's fee, and that the work herein contracted for will be ready for utilization by the Government -----

It is expressly understood, however, that neither the Government nor the A-E-M guarantees the correctness of either of these estimates.

2. In consideration for his undertaking under this contract the A-E-M shall receive the following:

a. Reimbursement for expenditures as provided in Article XI.

b. Rental for A-E-M's equipment as provided in Article XI.

c. A fixed fee in the amount of ----- Dollars (\$-----) which shall constitute complete compensation for the A-E-M's services, including profit and all general overhead expenses.

3. When in the opinion of the Contracting Officer it is to the best interests of the Government, the A-E-M shall when so ordered or authorized, subcontract any or all items or classifications of construction work required under this contract or subsequently added thereto, for which contracts are not awarded by the Government on a lump sum or unit price basis. Such subcontracting of construction work, or the performance thereof with the A-E-M's own forces, regardless of the amount and/or extent of work performed or subcontracted, all with the prior written approval or order of the Contracting Officer, and such awarding of contracts for construction work hereunder by the Government on a lump sum or unit price basis, irrespective of the amount and extent thereof, shall entail no adjustment in the fixed fee stipulated in Section 2c of this Article VI. The fixed fee stipulated in Section 2c of this Article VI has been determined in the light of the fact that all of the construction work may be subcontracted or contracts for such work may be awarded by the Government on a lump sum or unit price basis. Such fee includes compensation for the services which may be rendered by the A-E-M in the negotiation, supervision, and coordination of any construction work subcontracted or for which contracts have been awarded by the Government on a lump sum or unit price basis and the responsibilities assumed by the A-E-M in connection therewith, and is deemed to be reasonable, regardless of the amount or extent of construction work performed, subcontracted, or for which contracts are awarded by the Government on a lump sum or unit price basis.

#### ART. VII. Changes.

1. The Contracting Officer may at any time by written order issue additional instructions, require additional work or services or direct the omission of work or services covered by this contract. If such changes cause a material increase or decrease in the amount or character of the work to be done under this contract an equitable adjustment of the amount of the fixed fee to be paid the A-E-M shall be made and the contract shall be modified in writing accordingly. Nothing provided in this Article shall excuse the A-E-M from proceeding with the prosecution of the work so changed. There shall be no adjustment in the amount of the fixed fee as provided herein, nor any claim therefor, because of any errors and/or omissions made in computing the estimated cost of the construction of the work under this contract or where the actual cost varies from the estimated cost.

#### ART. VIII. Title to work.

1. Title to all materials, tools, machinery, equipment and supplies for which the A-E-M shall be entitled to reimbursement under Article XI shall vest in the Government at such point or points as the Contracting Officer may designate in writing: *Provided*, That the right of final inspection and acceptance or rejection or such materials, tools, machinery, equipment and supplies at such place or places as he may designate in writing is reserved to the Contracting Officer: *Provided further*, That, upon such final inspection, the A-E-M shall be given written notice of acceptance or rejection as the case may be. In the event of rejection, the A-E-M shall be responsible for the removal of the rejected property within a reasonable time.

#### ART. IX. Workmanship and materials.

1. The work shall be executed in the best and most workmanlike manner by qualified,

careful and efficient workers, in strict conformity with the best standard practices. Except as otherwise authorized by the Contracting Officer all materials shall be of the best quality of their respective kinds. If the Contracting Officer requires that the A-E-M submit for prior approval samples of materials proposed for use in the work covered by this contract, the A-E-M shall make no commitments for such materials until the submitted sample has been approved by the Contracting Officer.

#### ART. X. Expert technical assistance.

1. When in the judgment of the Contracting Officer the complexity and nature of the project are such as to require expert technical assistants, or services, or advice in connection with special phases of the work, such as site planning, aerial surveys, manufacturing processes, or other problems of a highly technical character, the Architect-Engineer-Manager may obtain by subcontract or otherwise, when so ordered by the Contracting Officer, such supplemental professional services as are necessary for the proper performance of this contract. The obtaining of such supplemental professional services shall entail no adjustment of the fixed-fee.

2. The provisions of the above Section shall not apply to the usual professional services normally furnished by Architect-Engineers, including but not limited to topographic surveys, design of water supply and sewerage systems, power plants and other utilities, structures and foundations. If, in the opinion of the Contracting Officer, it is essential for the proper prosecution of the work that the Architect-Engineer-Manager obtain expert technical advice or consulting service in connection with those classes of service not included in Section 1 above, the cost of obtaining such advice or service shall not be reimbursable except for the salaries of employees of such consultants, when assigned to the work on a full-time basis.

#### ART. XI. Cost of the work.

1. *Reimbursement for A-E-M expenditures.* The A-E-M shall be reimbursed in the manner hereinafter described for such of his actual expenditures in the performance of the work as may be approved or ratified by the Contracting Officer and as are included in the following items:

a. All labor, materials, tools, machinery, equipment, supplies, services, utilities, power and fuel necessary for either temporary or permanent use for the benefit of the work.

b. All subcontracts made in accordance with the provisions of this contract.

c. Rental actually paid by the A-E-M at rates not to exceed those approved by the Contracting Officer, for construction plant in sound and workable condition exceeding \$300 in value as may be necessary for the proper and economical prosecution of the work. Each contract for the rental of construction plant or parts thereof by the A-E-M from third parties shall be in a form prescribed by the Contracting Officer and shall be subject to his approval and shall include provisions (1) that the lessor shall deliver to the Government title to such construction plant or parts thereof free of all liens and encumbrances when and if the total rental paid and/or accrued to the lessor for any item of construction plant or parts thereof shall equal the approved value thereof plus one percent (1%) of the approved value per month for each contract month or fraction thereof such piece of equipment shall have been in use, and (2) that any time prior to termination of such rental agreement, the Government may at its option purchase any piece of equipment by paying the lessor the difference between the valuation of such piece of equipment plus one percent (1%) of the approved value per month for each contract month or part thereof such piece of equipment shall have been in use, and the total rental theretofore paid for such piece of equipment, *Provided, however*, That either



of such provisions may be omitted from such rental agreements if the omission is approved by the Chief of the Supply Service.

d. Unloading and assembling at the site of the work of construction plant owned or rented by the A-E-M; transportation thereof to the place or places where it is to be used in connection with said work, dismantling, loading and return transportation to the point of original shipment or equivalent mileage, but in no event will the payment made for return transportation exceed the payment made for transportation to the job site unless such excess cost results solely from an increase of freight rates, or is required by Government transfer of such equipment to another site more distant from the point of origin than the site of the work set out in Article I hereof. Charges for transportation over distances in excess of 500 miles must have the written authorization of the Contracting Officer in advance. Loading at the site of origin and unloading when returned to the original shipping point or other return shipping point will not be paid by the Government and is not a reimbursable item.

e. Repairs and repair parts for construction plant, except such as are included in the rental and those made necessary by defects in such plant, or parts thereof, or by the fault or negligence of the A-E-M or his employees.

f. Transportation charges on materials and supplies.

g. Transportation and traveling expenses to the work of the necessary field forces for the economical and successful prosecution of the work, and return when such services are no longer required; expenses of procuring labor and expediting the production and transportation of material and equipment. Expenditures under these items shall be either authorized or approved in writing by the Contracting Officer.

h. Salaries of engineers, resident engineers, principal assistant engineers, architects, superintendents, timekeepers, foremen, technical, administrative employees and other field employees of the A-E-M in connection with the work. In case the full time of any field employee of the A-E-M is not applied to the work, his salary shall be included in this item only in proportion to the actual time applied thereto. No person shall be assigned to service by the A-E-M as superintendent of construction, chief engineer, chief purchasing agent, chief accountant, or similar position in the A-E-M's field organization, or as principal assistant to any such person, until there has been submitted to and approved by the Contracting Officer a statement of the qualifications, experience, and salary of the person proposed for such assignment. The payment of any excess salary over such scheduled amounts shown in the approved salary schedule, Appendix "C," attached hereto and made a part hereof, shall not be reimbursable, unless and until the Chief of the Supply Service has so approved in writing.

i. Buildings, trade fixtures and equipment required for necessary field offices, commissaries, hospitals, and other facilities, and the cost of maintaining and operating such field offices, commissaries, hospitals and other facilities; provided that the A-E-M may enter into a contract with any third party or parties for the operation of the commissaries, hospitals, or other facilities provided for herein, in which event such contract shall be reduced to writing and the terms thereof subject to the prior written approval of the Contracting Officer.

j. Temporary rights in land required in connection with the work.

k. Premiums on such bonds and insurance policies as the Contracting Officer may approve or require as reasonably necessary for the protection of the Government or the A-E-M. In every instance where this contract requires or permits the United States

to pay the premium on a bond or insurance policy either directly or ultimately as a reimbursable item, the bond or insurance policy shall contain an indorsement or other recital excluding by appropriate language any claim on the part of the insurer or obligor to be subrogated, on payment of a loss or otherwise, to any claim against the United States.

l. Losses and expenses, not compensated by insurance or otherwise (including settlements made with the written consent of the Contracting Officer), actually sustained by the A-E-M in connection with the work and found and certified by the Contracting Officer to be just and reasonable unless reimbursement therefor is expressly prohibited.

m. The cost of reconstructing and replacing any of the work destroyed or damaged, and not covered by insurance, but expenditures under this item must have the written authorization of the Contracting Officer in advance.

n. Payments from his own funds made by the A-E-M under the Social Security Act, and any disbursements required by law which the A-E-M may be required on account of this contract to pay on or for any plant, equipment, process, organization, materials, supplies, or personnel; and, if approved in writing by the Contracting Officer in advance, permit and license fees and royalties on patents used including those owned by the A-E-M.

o. (1) If the A-E-M, or any representative thereof, shall be required to travel, the Government will reimburse the A-E-M for the transportation, including Pullman where necessary and will allow for such travel Six Dollars (\$6.00) per day in lieu of all other expenses. Transportation by automobile on such required travel shall be reimbursed at the rate of Five Cents (\$.05) per mile as representing the actual cost of such transportation.

(2) All travel shall be either authorized or approved in writing by the Contracting Officer. Should the A-E-M, or any representative thereof, remain in a travel status in excess of six (6) days at any one time, not including the time consumed in travel, the cost of such excess travel status shall be at the expense of the A-E-M, unless otherwise ordered in writing by the Contracting Officer.

p. When specifically approved in advance by the Contracting Officer, a reasonable allowance for work covered by Article IV performed in the A-E-M's general offices exclusively for and directly chargeable to the work.

q. Disbursements incident to payment of payrolls, including but not limited to, the cost of disbursing cash, necessary guards, cashiers, and paymasters. If payments to employees are made by check, facilities for cashing checks must be provided without expense to employees, and the A-E-M shall be reimbursed therefor.

r. Expenditures made by the A-E-M under the provisions of Subsection d of Section 1 of Article III and Article X.

s. Such other items not expressly excluded by other provisions of this contract as should, in the opinion of the Contracting Officer, be included in the cost of the work. When such an item is allowed by the Contracting Officer, it shall be specifically certified as being allowed under this Subsection.

If this contract was preceded by a Letter Contract, the following provision shall be deemed to be included herein:

t. All expenditures for which reimbursement has not been made pursuant to Letter Contract dated \_\_\_\_\_, a copy of which is attached hereto. Such Letter Contract is hereby merged and superseded by this contract.<sup>1</sup>

2. Rental for construction plant owned by A-E-M. a. Rental shall be paid to the A-E-M for construction plant in sound and workable condition, owned and furnished by him for the proper and economical prosecution of the work, as shown in the attached "Appendix

B" hereby made a part hereof, at rental rates prescribed by the Under Secretary of War in "Uniform Rental Rates for Contractor-Owned Construction Plant", August 27, 1941.

b. In the event the A-E-M, with the approval of the Contracting Officer furnishes additional equipment that is not included in "Appendix B", rental for such equipment will be paid in accordance with said "Uniform Rental Rates for Contractor-Owned Construction Plant."

c. Except as otherwise specified herein, rental shall begin on the date of delivery of the construction plant to a common carrier for shipment to the site of the work, as evidenced by bill of lading or other satisfactory evidence covering such shipment. In the event the construction plant is conveyed by the A-E-M, the rental shall start at the time transportation to the site begins; however, the rental paid shall not exceed that for the equivalent time of shipment by common carrier.

d. If such construction plant is not in sound and workable condition to the satisfaction of the Contracting Officer, when delivered at the site of the work, the rental period thereafter shall not begin until the construction plant shall have been placed in sound and workable condition at the expense of the A-E-M, and rental thereafter shall not be paid for any prior period.

e. If such construction plant cannot be placed in sound and workable condition within reasonable time to the satisfaction of the Contracting Officer, no transportation charges for the shipment thereof, to or from the site of the work, shall be paid.

f. The approved value of the construction plant as shown in "Appendix B" shall be deemed binding unless the Contracting Officer shall, within twenty days after such plant has been set up and working, modify or change such valuation. In the event a change is made in the valuation of the construction plant, a corresponding change shall be made in the rental rate in accordance with said "Uniform Rental Rates for Contractor-Owned Construction Plant". Thereafter the valuation and the related rental rate shall be binding unless the rental is modified as specified below.

g. Furnish within 15 days of the date of the receipt of written notice from the Contracting Officer, construction plant listed in Appendix "B" provided that the date upon which the A-E-M is required to furnish such plant shall not precede the date on which such construction plant is listed as available in said Appendix "B." In the event the A-E-M fails to furnish construction plant as required by such notice, the additional cost of acquiring replacement construction plant from any source other than the A-E-M shall be paid by the A-E-M and shall not be a reimbursable expenditure.

h. Rental for time consumed for repairs, in excess of time normally required for such repairs as determined by the Contracting Officer, shall be deducted from the rental in the amount of one-thirtieth of the monthly rental rate for each day determined to be in excess. When in the opinion of the Contracting Officer the amount of repairs or maintenance is excessive, a deduction shall be made from the rental.

i. The payment of rental shall cease on a date to be established in a written notice by the Contracting Officer to the A-E-M that the construction plant is no longer required. The date of release thus established shall include an allowance for the time necessary for final repairs, dismantling and loading for shipment.

#### GENERAL

3. Reservations by Government. a. The Government reserves the right to furnish any

<sup>1</sup> This contract will bear same date as Letter Contract.



materials, construction equipment, machinery, tools, or services, including communication services necessary for the completion of the work. The A-E-M shall cause all equipment, machinery, and tools to which title is vested in the Government to be suitably marked with an identifying mark or symbol indicating that such items are the property of the United States. The A-E-M shall maintain at all times, in a manner satisfactory to the Contracting Officer records showing the disposition and/or use of all equipment, machinery, tools, and materials purchased for the work and for which he has been reimbursed by the Government or which have been furnished by the Government. Upon the completion of this contract or upon demand, the A-E-M shall return such equipment, machinery, tools, and unused materials to the place designated by the Contracting Officer.

b. The Government reserves the right to pay directly to common carriers any or all freight charges on construction plant, materials and supplies.

c. The Government reserves the right to pay directly to the person concerned all sums due from the A-E-M for labor, materials, or other charges.

d. The Government will pay directly for all telegraphic communications (including teletype and facsimile when authorized by the Contracting Officer to be installed), cablegrams, radiograms, and similar messages that may be sent by the A-E-M pertaining directly to the contract for work to be done or materials to be furnished thereunder, and the A-E-M is hereby designated as an agent of the Government for the purpose of causing to be transmitted any such messages.

4. *Salaries of corporate officers, etc.* No salary, wages, or like compensation of the A-E-M, partners or corporate officers of the A-E-M's organization and no salary, wages or like compensation of the resident managers referred to in Section 1 of Article III shall be included in the cost of the work. No part of the expense incurred in conducting the A-E-M's main office or regularly established branch offices, and no overhead expenses of any kind, except as specifically authorized in Section 1 of this Article, shall be included in the cost of the work; nor shall any interest or capital employed or on borrowed money be included in the cost of the work.

5. *Discounts.* The A-E-M shall, to the extent of his ability, take all cash and trade discounts, rebates, allowances, credits, salvage, commissions, and bonifications, and when unable to take advantage of such benefits he shall promptly notify the Contracting Officer of the reason therefor. In determining the actual net cost of articles and materials of every kind required for the purpose of this contract, there shall be deducted from the gross cost thereof all cash and trade discounts, rebates, allowances, credits, commissions, and bonifications which have accrued to the benefit of the A-E-M or would have so accrued but for the fault or neglect of the A-E-M. Such benefits lost through no fault or neglect on the part of the A-E-M, or lost through fault of the Government, shall not be deducted from gross costs.

6. *Revenue.* All revenue received by the A-E-M from the operations of the hospital, commissaries, or other facilities, or from rebates, discounts, refunds, etc., shall be accounted for by the A-E-M and, except for any reasonable compensation accruing to a third party or parties for the operation of commissaries, hospitals, or other facilities, applied in reduction of the cost of the work.

#### ART. XII. Payments.

1. *Reimbursement for cost.* The Government will currently reimburse the A-E-M for expenditures made in accordance with Article XI upon certification to and verification by the Contracting Officer of the original of signed payrolls for labor, the receipted invoices for materials, or such other documents

as the Contracting Officer may require. Generally, reimbursement will be made weekly but may be made at more frequent intervals if the conditions so warrant.

2. *Rental for A-E-M's equipment.* Rental as provided in Section 2, Article XI for such construction plant or parts thereof as the A-E-M may own or furnish shall be paid monthly upon presentation of proper vouchers.

3. *Payment of the fixed-fee.* Ninety percent (90%) of the fixed-fee set out in Article VI shall be paid by the Government as it accrues, in monthly installments based upon the percentage of the completion of the work as determined from estimates submitted to and approved by the Contracting Officer. Final payment upon completion of the work and its final acceptance shall be made in accordance with Section 5 of this Article. If the contract is terminated by the Government, payment shall be made in accordance with Article XVI.

4. *Payments by A-E-M.* If bills for purchase of material, machinery or equipment, or pay-rolls covering employment of laborers or mechanics incurred by the A-E-M or by any subcontractor hereunder are not paid promptly by the A-E-M or subcontractor as the case may be, the Contracting Officer may, in his discretion, withhold from payments otherwise due the A-E-M an amount equivalent to the amount of any such bill or payroll. Should the A-E-M neglect or refuse to pay such bills or payrolls or to direct any subcontractor to pay such bills or payrolls within five (5) days after notice from the Contracting Officer so to do, the Government shall have the right to pay such bills or payrolls directly, and in such event a deduction equal to five percent (5%) of the amount so paid directly shall be made from the A-E-M's fee.

5. *Final payment.* Upon completion of the work and its final acceptance in writing by the Contracting Officer, the Government shall pay to the A-E-M the unpaid balance of the cost of the work determined under Article XI, and of the fee, less any sum that may be necessary to settle any unsettled claims in connection with this contract, or any claim the Government may have against the A-E-M. The Contracting Officer shall accept the completed work with reasonable promptness. Prior to final payment and as a condition thereof, the A-E-M shall furnish the Government with a release of all claims against the Government arising under and by virtue of this contract other than such claims, if any, as are specifically excepted by the A-E-M from the operation of the release in stated amounts to be set forth therein.

#### ART. XIII. Records and accounts, inspection and audit.

1. *Records and books of account.* The A-E-M agrees to keep records and books of account, showing the actual cost to him of all items of labor, materials, equipment, supplies, services, and other expenditures of whatever nature for which reimbursement is authorized under the provisions of this contract. The system of accounting to be employed by the A-E-M shall be such as is satisfactory to the Contracting Officer.

2. *Access to records by Contracting Officer and A-E-M.* The Contracting Officer shall at all times be afforded proper facilities for inspection of the work and shall at all times have access to the premises, work and materials, to all books, records, correspondence, instructions, plans, drawings, receipts, vouchers, and memoranda of every description of the A-E-M pertaining to said work except such documents as are submitted in support of reimbursement vouchers; and the A-E-M shall preserve such papers, without additional compensation therefor, for a period of three (3) years after completion or termination of this contract. Likewise, any duly authorized representation of the A-E-M shall be accorded the privilege of examining the books, records, and papers of the Contracting Officer relating

to the actual cost of the work for the purpose of checking up and verifying such cost.

3. *Auditing functions.* In order to avoid so far as possible duplication in accounting and auditing functions performed by the A-E-M and the Government, it is agreed that the following accounting and auditing functions shall be performed by the Government exclusively:

a. Time checking (not time keeping) in the field or in the A-E-M's Plant.

b. Audit of original pay rolls of the A-E-M (or such portions thereof as are applicable), where such pay rolls are prepared by the A-E-M.<sup>1</sup>

c. Checking of equipment rentals and the preparation and delivery of properly approved rental rolls to the A-E-M for payment.<sup>2</sup>

d. Such other accounting and auditing functions as may be effectively performed by Government employees and to which the Contracting Officer and the A-E-M may mutually agree in writing.

4. *Discharge of functions.* It is further agreed that if any of the accounting and auditing functions performed exclusively by the Government do not adequately discharge such accounting and auditing functions to the satisfaction of the A-E-M, the A-E-M with the approval in writing of the Contracting Officer, may perform such additional checking and auditing as may be so approved. The A-E-M shall be reimbursed for the cost of such additional accounting and auditing functions as are so approved.

#### ART. XIV. Drawings and other data to become property of Government.

1. All drawings, designs and specifications are to become the property of the Government on completion thereof as outlined in this contract, and the Government shall have full right to use said drawings, designs and specifications as instruments for the purpose of constructing, under contract or otherwise, any buildings or other structures for the sole use of the Government when and where the Government may designate without any claim on the part of the A-E-M for additional compensation.

2. All notes, designs, drawings and other data concerning project shall be delivered to the Government whenever requested by the Contracting Officer and, furthermore, access to such data shall be restricted to trusted and duly authorized representatives of the Government and of the A-E-M.

#### ART. XV. Special requirements.

1. The A-E-M hereby agrees that he will:

a. Procure and maintain bonds and insurance in such forms and in such amounts and for such periods of time as the Contracting Officer may require or approve. Insurance shall cover all work required by this contract, regardless of whether it is performed by the A-E-M's own forces, subcontractors, or direct contracts with the Government, as is contemplated in Article II of this contract.

b. Procure all necessary permits and licenses; obey and abide by all applicable laws, regulations, ordinances, and other rules of the United States of America, of the State, Territory, or political subdivision thereof wherein the work is done, or of any other duly constituted public authority.

c. Reduce to writing, unless this provision is waived in writing by the Contracting Officer, every contract in excess of two thousand dollars (\$2,000) made by him for the purpose of the work hereunder for services, materials, supplies, machinery, equipment, or for the use thereof; insert therein a provision

<sup>1</sup> Where pay rolls are prepared by the Government the audit thereof by the Government will be concurrent with such preparation.

<sup>2</sup> If not applicable, this section will be omitted.



that such contract is assignable to the Government; make all such contracts in his own name, and not bind nor purport to bind the Government or the Contracting Officer thereunder. No purchase in excess of two thousand dollars (\$2,000) shall be made or placed without the prior approval of the Contracting Officer.

d. Enter into no subcontract for any portion of the construction work except in the form prescribed by the Chief of the Supply Service, with the written approval of the Contracting Officer. Subcontracts are defined as contracts entered into by the A-E-M with others which involve the performance, wholly or in part at the site of the work, of some part of the work described in this contract.

e. The Contracting Officer may require the A-E-M to dismiss from work such employee or employees as the Contracting Officer deems incompetent, careless or insubordinate, or whose continued employment is deemed inimical by the Contracting Officer to the public interest. The A-E-M shall make every reasonable effort in the selection of his employees and in the prosecution of the work under this contract to safeguard plot drawings and schematic drawings furnished him and drawings and specifications, and to prevent the theft or unauthorized use of the same.

f. Immediately upon termination of third-party rental agreements, make all repairs to equipment rented thereunder which are required to be made by the terms of such rental agreements and shall remove such equipment from the site of the work. In cases where such repairs and removal cannot promptly be made, the A-E-M shall notify the Contracting Officer of the reasons for such delay.

Art. XVI. Termination of contract by the Government. (Insert [§ 350] (§ 81.350)).

Art. XVII. The Contracting Officer's decisions.

1. The services rendered and the work done by the A-E-M shall be subject to the supervision and approval of the contracting officer to whom the A-E-M shall report and be responsible.

Art. XVIII. Disputes. (Insert [§ 326] (§ 81.326)).

Art. XIX. Convict labor. (Insert [§ 345] (§ 81.345)).

Art. XX. Labor.

1. Insert [§ 343] (§ 81.343).

2. Insert [§ 346] (§ 81.346).

3. Excess wage rates on overtime compensation. All wage rates, including compensation for overtime under Section 2 of this article, for laborers and mechanics engaged in work under this contract shall be approved in writing by the Chief of the Supply Service or a representative expressly designated by him for that purpose, and any amount paid by the A-E-M to any laborer or mechanic in excess of the wage rate approved for such laborer or mechanic by the Chief of the Supply Service or a representative expressly designated by him for that purpose shall be at the expense of the A-E-M and shall not be reimbursed by the Government. When, in connection with the audit and check by the Contracting Officer or his authorized representative, of the A-E-M's pay rolls prior to reimbursement as contemplated in Section 1 of Article XI hereof, it is found that one or more laborers and/or mechanics have been paid wages at rates in excess of the wage rates approved as herein provided, the reimbursement made to the A-E-M on account of such pay rolls shall not include any such excess payments.

4. Insert [§ 325] (§ 81.325).

5. Insert [§ 344] (§ 81.344).

Art. XXI. Accident prevention.

1. In order to protect the life and health of his employees in the performance of this contract, the A-E-M will comply with all pertinent provisions of the "Safety Requirements in Excavation—Building—Construc-

tion" approved by Chief of Engineers December 16, 1941 (a copy of which is on file in the Office of the Contracting Officer), and as may be amended, and will take or cause to be taken such additional measures as the Contracting Officer may determine to be reasonably necessary for this purpose. The A-E-M will maintain an accurate record of, and will report to the Contracting Officer in the manner and on the forms prescribed by the Contracting Officer, all cases of death, occupational disease, and traumatic injury arising out of or in the course of employment on work under this contract.

2. The Contracting Officer will notify the A-E-M of any noncompliance with the foregoing provisions and the action to be taken. The A-E-M shall, after receipt of such notice, immediately correct the conditions to which attention has been directed. Such notice when served on the A-E-M or his representatives at the site of the work shall be deemed sufficient for the purpose aforesaid.

3. If the A-E-M fails or refuses to comply promptly, the Contracting Officer may issue an order stopping all or any part of the work. When satisfactory corrective action is taken, a start order will be issued.

Art. XXII. Notice to Government of labor disputes. (Insert [§ 354] (§ 81.354)).

Art. XXIII. Officials not to benefit. (Insert [§ 322] (§ 81.322)).

Art. XXIV. Covenant against contingent fees. (Insert [§ 323] (§ 81.323)).

Art. XXV. A-E-M's organization and methods.

1. Upon the execution of this contract, the A-E-M shall submit to the Contracting Officer a chart showing in general the executive and administrative organization, duties and personnel to be employed in connection with the work under contract; the data so furnished shall be supplemented as additional information becomes available.

Art. XXVI. Progress reports and changes in personnel.

1. The A-E-M shall promptly, after the execution of this contract, prepare and submit to the Contracting Officer, for approval, a schedule showing the order in which the A-E-M proposes to carry on the work, with dates on which he will start the several salient features of the work and the contemplated dates for completing the same. The schedule shall be in the form of a progress chart at suitable scale so as to indicate with symbols the percentage completed at any time. The A-E-M shall correct the progress schedule at the end of each week and shall immediately deliver to the Contracting Officer three copies each of the same.

2. The A-E-M shall furnish sufficient technical, supervisory and administrative personnel to insure the prosecution of the work in accordance with the approved progress schedule. If in the opinion of the Contracting Officer, the A-E-M falls behind the progress schedule, the A-E-M shall take such steps as may be necessary to improve his progress, and the Contracting Officer may direct him to increase working days per week, or hours of labor per day. When in the opinion of the Contracting Officer, the A-E-M's personnel and/or overhead is excessive for the proper performance of this contract, reductions thereof shall be made as required by the Contracting Officer. Failure to promptly comply with such directions shall be deemed sufficient cause to terminate this contract for the fault of the A-E-M.

Art. XXVII. Loading and unloading railway cars.

1. The A-E-M shall load promptly all railroad cars furnished for loading upon his order and shall unload from railroad cars promptly upon arrival all shipments consigned to him and shall provide storage facilities and other facilities necessary for these purposes; and the A-E-M shall not order railway cars for loading unless they can be loaded promptly and shall not cause or per-

mit shipments to be consigned to him unless they can be unloaded from railroad cars promptly upon arrival.

Art. XXVIII. Assignment of claims. (Insert [§ 355] (§ 81.355)).

5. No assignee shall divulge any information concerning the contract, or contained therein, except to those persons authorized by the Contracting Officer.

If this contract is classified as Secret, Confidential, or Restricted, the foregoing provisions of this Article shall not be applicable, and the following provision shall be deemed to be substituted therefor:

1. Neither this contract, nor any interest therein, or claim thereunder, shall be assigned or transferred by the A-E-M to any party or parties.

Art. XXIX. Renegotiation. (See [§ 342] and PR 12 (§ 81.342 and §§ 81.1201-81.1213)).

Art. XXX. Approval required.

1. This contract shall be subject to the approval of the \_\_\_\_\_ and shall not be binding unless so approved.

Art. XXXI. Definitions.

1. The term "Chief of the Supply Service" refers to the head of a service of the War Department, e. g., the Chief of Engineers.

2. The terms "Secretary of War" and "Chief of the Supply Service" shall include their duly authorized representatives as the case may be other than the Contracting Officer.

3. The term "his duly authorized representative" shall mean any person or board authorized by the Secretary of War or the Chief of the Supply Service, as the case may be, to act for him, other than the Contracting Officer.

4. For the original signing of the contract and modification thereof, the term "Contracting Officer" as used herein shall be deemed to include the Contracting Officer in the Office of the Chief of Engineers appointed for that purpose by the Chief of Engineers. For all other purposes, the term "Contracting Officer" shall mean the District Engineer of the United States Engineer District in which the contract work is being performed, his successor or duly authorized representative.

5. The term "construction plant" shall include any part thereof.

Art. XXXII. Alterations.

The following changes were made in this contract before it was signed by the parties hereto:

In witness whereof, the parties hereto have executed this contract as of the day and year first above written.

THE UNITED STATES OF AMERICA,

By \_\_\_\_\_

(Contracting Officer)

A-E-M,

By \_\_\_\_\_

Witnesses as to signature of A-E-M:

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Address)

#### CERTIFICATION

I, \_\_\_\_\_ do hereby certify that I am the duly qualified \_\_\_\_\_ of the corporation named herein as Architect-Engineer-Construction-Manager; that \_\_\_\_\_ who signed this contract on behalf of the Architect-Engineer-Construction-Manager was then \_\_\_\_\_ of said corporation; that said contract was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

In witness whereof, I have hereunto affixed my hand and the seal of the \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 194\_\_\_\_\_

[CORPORATE SEAL]



## APPENDIX "B" TO CONTRACT NO. ----

(All equipment available ----- except where otherwise specified)

Quantity	Item: Complete description, capacity, and identifying numbers	Total purchase cost of fair value	Rental rate \$ month, week, or day

## APPENDIX "C"

There are set forth below the present key employees proposed to be furnished under this contract indicating their names, description of work to be performed, an expression as to whether the salaries are based on a weekly, monthly, or annual basis, and the maximum salary agreed upon to be paid for services in the position indicated for personnel now employed.

Name	Position	Salary based on weekly (W), monthly (M), or annual basis	Maximum salary agreed to be paid under contract

1. For the purpose of this Appendix "C" it is understood that

a. "Non-manual employees" are those employees who are not "laborers and mechanics" within the meaning of the Davis-Bacon Act. Specifically, the term "non-manual employees" has been interpreted to include all occupations not involving manual labor directly in connection with construction work. The following is a list (not all-inclusive) of typical "Non-manual" occupations:

Accountants.	Messengers.
Architects.	Office Machine Operators.
Auditors.	Project Managers.
Axemen.	Purchasing Agents.
Bookkeepers.	Rodmen.
Chairmen.	Stenographers.
Chiefs of party.	Storekeepers.
Clerks.	Superintendents.
Draftsmen.	Telephone Operators.
Engineers.	Timecheckers.
Executives of any kind.	Timekeepers.
Levelmen.	Toolcheckers.
Material Checkers.	Transitmen.
Material Clerks.	Typist.

b. For the purpose of this Appendix "C", non-manual employees will be classified in the following groups:

(1) Group "A". Employees whose base salaries are less than \$50.00 per week, except those included in Groups "D" and "E".

(2) Group "B". Employees whose base salaries are between \$50.00 and \$90.00 per week, inclusive, except those included in Groups "D" and "E".

(3) Group "C". Employees whose base salaries are in excess of \$90.00 per week, except those included in Groups "D" and "E".

(4) Group "D". Trade Foremen, employed by construction contractors.

(5) Group "E". Custodial employees, including Camp Assistants, Chauffeurs, Cooks, Custodians, Fire Fighters, Guards, Janitors, Watchmen, etc.

c. The base salaries of all employees of Groups "A", "B" and "C" will be established

on the basis of a minimum work week of 48 hours.

d. Group "A" employees will be paid at the rate of straight time for all work which they are required to perform in excess of 48 hours per week.

e. Group "B" employees will be expected to work any reasonable number of hours, six (6) days per week, without payment of additional compensation. They will be paid at the rate of straight time (the weekly salary divided by 48) for all work which they are required to perform on the seventh day.

f. Group "C" employees will be considered key employees, and will be expected to work any necessary number of hours (including work on Sundays) without payment of additional compensation.

g. Group "D" employees will normally be employed on an hourly basis, and will be governed by the overtime policies applicable to the laborers and mechanics under their supervision.

h. The number of hours which shall constitute a work week for Group "E" employees shall be determined by the Contractor, with the approval of the Contracting Officer, and salaries for such employees fixed accordingly. Normally, Group "E" employees will not be required to work in excess of the work week thus established. In the event such excess work is necessary at any time because of unforeseen contingencies, the employee will not be paid any additional compensation, but will be granted compensatory time off with pay.

[SEAL]

J. A. ULIO,  
Major General,  
The Adjutant General.

## APPENDIX I

## PROCUREMENT ASSIGNMENT BOARD, HEADQUARTERS, SERVICES OF SUPPLY, ASSIGNMENT OF PROCUREMENT RESPONSIBILITY AND PURCHASE RESPONSIBILITY

1. The items listed alphabetically herein have been reviewed by the Procurement Assignment Board, Purchases Division, Head-

quarters Services of Supply and, with the approval of the Director of Procurement, procurement responsibility and purchase responsibility therefor have been assigned to the appropriate service.

2. Procurement responsibility and purchase responsibility are defined in § 81.602 (a) and (b).

3. The initial list of items includes only (a) those items which, pursuant to the provisions of A. R. 850-25, have been presented as new items for standardization and

(b) those items which have been referred to the Procurement Assignment Board for assignment under § 81.604 of the Procurement Regulations, and

(c) those general classes of items which are particular field or specific services.

4. Procuring and purchasing officers are cautioned that this list is incomplete, that it will be continually expanded, and that questionable items not found in this appendix should be referred to the next higher authority for determination or forwarding to the chief of the service for his decision, or his reference to the Procurement Assignment Board, Headquarters, Services of Supply.

5. The assignment of procurement responsibility indicated by the list set forth below is subject to the qualification that items of installed equipment are always the procurement responsibility of the Corps of Engineers when

(a) such items are incident to initial construction, repairs, and utilities and

(b) the cost of such items is included in the total cost of the projects to which such items are incident.

6. The following symbols designate the services to which procurement and purchase responsibility have been assigned:

A—Army Air Forces.  
C—Chemical Warfare Service.  
E—Corps of Engineers.  
M—Medical Department.  
O—Ordnance Department.  
Q—Quartermaster Corps.  
S—Signal Corps.  
T—Transportation Corps.

Item or general class	Federal Standard Stock Catalogue stock no. or class no.	Procurement responsibility	Purchase responsibility
Adapter, cluster, 550-lb. incendiary bomb, M1		C	C
Adapter, gun mount, type E-54		A	A
Adapter, line, filling, one ton container, M1	58-A-57	C	C
Adaptors, ski		Q	Q
Aeronautical instruments (and parts—thereof)	88	A	A
Airplanes: Complete (without engines)	80	A	A
Airplane: Engines (with or without accessories)	84	A	A
Airplane: Engine accessories and parts	86	A	A
Alarm, gas, M1	4-A-310	C	C
Album, photographic, type A-3 (03-343)		A	A
Altimeter, type B-11 (aircraft 20,000 ft.)		A	A
Altimeter, type B-12		A	A
Altimeter, precision, type D-9 (aircraft)		A	A
Antifreeze		O	O
Ammunition, ammunition-details: blasting apparatus, bombs	4	O-C-E	O-C-E
Apparatus, oxygen, purifier, type A-3		A	A
Apparatus, oxygen purifier, Type A-4		A	A
Apron, white, bakers, butchers and cooks	55-A-1105	Q-M	Q
Apron, rubberized: Cloth 33 by 46 inches	57-A-890	Q-M	Q
Armored tailor, ms (32)	78	O	O
Arms, small and all accessories, outfits and parts	2	O	O
Astograph, type A-1 (05-820)		A	A
Axe, lee, mountain		Q	Q
Badges: insignia; medals, etc	71	Q	Q
Bag assembly clothing type B-4	27-B-124	A	A
Bag, clothing, waterproof		Q	Q
Bag, food, waterproof, jungle		Q	Q
Bag, laundry small		Q-M	Q
Bag, laundry large: 60 by 22 inches		Q-M	Q
Bag, wardrobe for patients' clothing		Q-M	Q
Bag, personal effects		Q-M	Q
Bake shop & kitchen apparatus and utensils: aluminum-utensils; corrosion-resisting-steel-utensils; galley-gear; tinware; and all accessories, outfits and parts	27-B-250	Q	Q
Bands, contraction		Q	Q
Band, helmet, camouflage		Q	Q
Bar boring cam shaft and main bearings universal type	41-B-20	Q	Q
Bar mosquito	27-B-348	Q-M	Q
Basket, laundry, army duck body		M	Q
Basket, laundry metal frame 34 by 22 by 23 inches deep		M	Q
Batteries, flashlight	17	(C)	S

1 All services.



All services.



Item or general class	Federal Standard Stock Catalogue stock no. or class no.	Procurement responsibility	Purchase responsibility	Item or general class	Federal Standard Stock Catalogue stock no. or class no.	Procurement responsibility	Purchase responsibility
Corlages; hemp; jute; oakum; twine; including manufactured articles	21.....	A-Q-E	A-Q-E	Engine, model R-985-53	84-E-30000	A	A
Cover, apple; Tin	20-C-3033	Q-M	Q-M	Engine, model R-985-29	84-E-70000	A	A
Cover, apple	34-C-1446	Q-M	Q-M	Engine, model R-1890-47	59	E	E
Cover, plate		Q-M	Q-M	Engine, model R-3350-31	17	Q	Q
Cover, rubber		Q-M	Q-M	Engine, model R-3350-31	4-E-15	Q	Q
Comb, curry		Q-M	Q-M	Engine, model R-3350-31	1-P-7797	Q	Q
Comb, mane		Q-M	Q-M	Engine, model R-3350-31	5	Q	Q
Corkscrew, folding		Q-M	Q-M	Engine, model R-3350-31	56	Q	Q
Cot, folding canvas M1088		Q-M	Q-M	Engine, model R-3350-31	67	Q	Q
Cover, horse and mule blankets, lined		Q-M	Q-M	Engine, model R-3350-31	4-E-15	Q	Q
Cover, overhead (indoor of 3 1/2 cap. or larger) all outdoor portable, mobile and fixed		Q-M	Q-M	Engine, model R-3350-31	1-P-7797	Q	Q
Cream, sun preventive		Q-M	Q-M	Engine, model R-3350-31	5	Q	Q
Cup, vinegar and oil, glass		Q-M	Q-M	Engine, model R-3350-31	56	Q	Q
Cup, custard, china		Q-M	Q-M	Engine, model R-3350-31	67	Q	Q
Cup, egg, china		Q-M	Q-M	Engine, model R-3350-31	4-E-15	Q	Q
Cup, feeding, china		Q-M	Q-M	Engine, model R-3350-31	1-P-7797	Q	Q
Cup, measuring, aluminum, 1/2 pint		Q-M	Q-M	Engine, model R-3350-31	5	Q	Q
Cup, tea, china		Q-M	Q-M	Engine, model R-3350-31	56	Q	Q
Cutter, biscuit, 2-inch		Q-M	Q-M	Engine, model R-3350-31	67	Q	Q
Cutter, butter		Q-M	Q-M	Engine, model R-3350-31	4-E-15	Q	Q
Cutter, cookie		Q-M	Q-M	Engine, model R-3350-31	1-P-7797	Q	Q
Cutter, doughnut		Q-M	Q-M	Engine, model R-3350-31	5	Q	Q
Cutter, French fry		Q-M	Q-M	Engine, model R-3350-31	56	Q	Q
Cup, paper, collapsible, 200		Q-M	Q-M	Engine, model R-3350-31	67	Q	Q
Cup, paper, noncollapsible		Q-M	Q-M	Engine, model R-3350-31	4-E-15	Q	Q
Cup, enamelware: nesting		Q-M	Q-M	Engine, model R-3350-31	1-P-7797	Q	Q
Cup, feeding, enamelware		Q-M	Q-M	Engine, model R-3350-31	5	Q	Q
Cylinder, gas, helium or hydrogen		Q-M	Q-M	Engine, model R-3350-31	56	Q	Q
Darkroom, H-432 (field, portable)		Q-M	Q-M	Engine, model R-3350-31	67	Q	Q
Deodorizer and deodor, electric windshield		Q-M	Q-M	Engine, model R-3350-31	4-E-15	Q	Q
Dipper, 1 pt.: long handle		Q-M	Q-M	Engine, model R-3350-31	1-P-7797	Q	Q
Dipper, 1 qt.: long handle		Q-M	Q-M	Engine, model R-3350-31	5	Q	Q
Dipper, milk: 1 qt.		Q-M	Q-M	Engine, model R-3350-31	56	Q	Q
Director, pilot type C-1 (solar photographic)		Q-M	Q-M	Engine, model R-3350-31	67	Q	Q
Director, torpedo, type A-1		Q-M	Q-M	Engine, model R-3350-31	4-E-15	Q	Q
Director, tractor, M9		Q-M	Q-M	Engine, model R-3350-31	1-P-7797	Q	Q
Discharger, pyrotechnic, M5		Q-M	Q-M	Engine, model R-3350-31	5	Q	Q
Dish, butter, China: individual		Q-M	Q-M	Engine, model R-3350-31	56	Q	Q
Dish, butter, paper: individual		Q-M	Q-M	Engine, model R-3350-31	67	Q	Q
Dish, meat, large: China		Q-M	Q-M	Engine, model R-3350-31	4-E-15	Q	Q
Dish, meat, small: 14-inch		Q-M	Q-M	Engine, model R-3350-31	1-P-7797	Q	Q
Dish, oatmeal: China		Q-M	Q-M	Engine, model R-3350-31	5	Q	Q
Dish, pickle: China		Q-M	Q-M	Engine, model R-3350-31	56	Q	Q
Dish, vegetable: without cover, China		Q-M	Q-M	Engine, model R-3350-31	67	Q	Q
Dish, vegetable, individual: China		Q-M	Q-M	Engine, model R-3350-31	4-E-15	Q	Q
Dishwasher, electric, large: requisitions will state mounting, i. e., straightaway or corner, whether right or left hand feed.		Q-M	Q-M	Engine, model R-3350-31	1-P-7797	Q	Q
Dishwasher, electric, large: requisitions will state mounting, i. e., straightaway or corner, whether right or left hand feed.		Q-M	Q-M	Engine, model R-3350-31	5	Q	Q
Dishwasher, electric, large: requisitions will state mounting, i. e., straightaway or corner, whether right or left hand feed.		Q-M	Q-M	Engine, model R-3350-31	56	Q	Q
Dishwasher, electric, large: requisitions will state mounting, i. e., straightaway or corner, whether right or left hand feed.		Q-M	Q-M	Engine, model R-3350-31	67	Q	Q
Dishwasher, electric, large: requisitions will state mounting, i. e., straightaway or corner, whether right or left hand feed.		Q-M	Q-M	Engine, model R-3350-31	4-E-15	Q	Q
Dishwasher, electric, large: requisitions will state mounting, i. e., straightaway or corner, whether right or left hand feed.		Q-M	Q-M	Engine, model R-3350-31	1-P-7797	Q	Q
Dishwasher, electric, large: requisitions will state mounting, i. e., straightaway or corner, whether right or left hand feed.		Q-M	Q-M	Engine, model R-3350-31	5	Q	Q

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Helmet, jungle cloth (37H-1600-1616)	37	Q-M	Q	Launcher, rocket, A. T. N-1		Q-M	Q
Holder, card, for bed card		M-E	E	Liner, helmet, M-1 jungle		Q-M	E
Hose, rubber, 1/2 inch 50 ft. length	32-H-1028	M-E	E	Lubricants, automotive	14	Q-M	E
Hose, rubber, adjustable, 3/4 inch	32-N-100	M-E	E	Lyte, 13 ounces	51	Q-M	E
Hospital, laboratory and surgical apparatus, and all accessories, outfits, parts and supplies				Machete, 18-inch blade, M-1942	74-M-114	Q-M	E
Identification equipment, PH-385	57	M	M	Machine, duplicating, spirit process, military field kit	54	E	E
Inclinometer, type B-2 (aircraft)	18-1-285	S	S	Machine, well drilling, rotary type		A	A
Indicator, assembly bank and turn	88-1-3310	A	A	Magazine, aircraft camera, roll film		S	S
Indicator, flight, pitch and roll, cyron, type E-1		A	A	Maintenance equipment ME-21-(-) (contractor unit)	16	Q-M	E
Indicator, oxygen system, flow, type A-3 (aircraft)		A	A	Marker, beacon receiving equipment RC-193-(-) (24V)	16	Q-M	E
Indicator test, universal, dial type	88-1-1880	A	A	Marker, beacon receiving equipment RC-193-(-) (Z-12V)		Q-M	E
Insecticide, for use in electric and hand sprayers, 5 gallon		Q-E-M	Q	Marker, trail	64	Q-M	E
Insecticides	51	Q-E-M	Q	Masher, potato: wood	64	Q-M	E
Insignia, collar U. S. (warrant officer army mine planter)	71	Q-E-M	Q	Masher, potato: wire	64	Q-M	E
Instrument, azimuth, M1	1-A-870	Q	Q	Mask, face	74-M-810	Q-M	E
Instrument, hand, localizer SC-591	16-1-2540	Q	Q	Mask, gas, service	37	Q-M	E
Instrument lights, M16		S	S	Mask, oxygen (demand), type A-10	27-M-148	Q-M	E
Instrument lights, M18		O	O	Mat, door		Q-M	E
Instrument lights, M19		O	O	Mat, steel		Q-M	E
Instrument lights, M20		O	O	Match, safety		Q-M	E
Intervalometer, type B-4		Q	Q	Machine, imprinting: for use with individual identification tags	54-M-30200	Q-M	E
Jacket, jungle cloth (37 J 162-164)		Q	Q	Machine, cotton: 4 x 34 x 76 inches	57-M-750	Q-M	E
Jacket, mountain		Q-M-E	Q	Machine, pad: cotton		Q-M	E
Kettle, roasting: steam jacket	64	Q-M-E	Q	Machine, pad: cotton		Q-M	E
Kettle, steam, 40 gal.: 3/4 Steam jacket		Q-M-E	Q	Machine, inner spring		Q-M	E
Kettle, steam, 100 gal.		Q-M-E	Q	Machine, inner spring		Q-M	E
Kettle, steam, 60 gal.: 3/4 steam jacket		Q-M-E	Q	Machine, hair: in 3 equal parts each 4 by 26 by 26 inches long		Q-M	E
Kettle, tea, 7 qt., M5	64	Q-M	Q	Machine, cover for felt mattress		Q-M	E
Kit, cable, repair, M5	41-K-136	Q	Q	Machine, cover for inner spring mattress		Q-M	E
Kit, agency, parachute (jungle, parachute seat), type B-3 (06-597)		A	A	Measure, liquid, 4 qt.		Q-M	E
Kit, emergency substance (nations), type E-1		A	A	Measure, liquid, 4 qt.	41-M-940	Q-M	E
Kit, emergency substance (nations), type E-2		A	A	Measure, stick with flexible spout, 1 qt. valve controlled		Q-M	E
Kit, emergency substance (nations), type E-3		A	A	Message, MC-379	38-M-100	Q-M	E
Kit, first aid, gas casualty	57	A	A	Motor, drift, type B-6		Q-M	E
Kit, gun bore sight, type J-1 (00-006)		A	A	Mine, anti-personnel, M3		Q-M	E
Kit, helium filling, M3		A	A	Mittens, over, white	73	Q-M	E
Kit, medical jungle, individual		A	A	Mixer, motor driven	18	Q-M	E
Kit, photo interpreter's, type F-1		A	A	Mobile meteorological station, SCM-1		Q-M	E
Kit, photo interpreter's, type F-2		A	A	Mold, jelly: Individual		Q-M	E
Kit, photo interpreter's, type F-3		A	A	Mop handle: Complete with metal fixture		Q-M	E
Kit, service, for portable flame thrower, M1	41-K-100	A	A	Mop head		Q-M	E
Kit, repair, ski		Q	Q	Mop wringer: And metal bucket, complete 26 qts.	1-M-598	Q-M	E
Kit, water purification, squad		Q	Q	Mortar, chemical 4.2 inch		Q-M	E
Knife, boning, 6-inch: Blade	64	Q-M	Q	Motorcycle, shaft-driven		Q-M	E
Knife, boning, 10-inch: Blade	64-K-515	Q-M	Q	Motor-vehicles: Trailers: motorcycles, bicycles, motor scooters	78	Q-M	E
Knife, butcher, 6-inch: Blade		Q-M	Q	Motor vehicle parts, sub-assemblies, assemblies, accessories	8	Q-M	E
Knife, butcher, 10-inch: Blade		Q-M	Q	Mount, camera, vertical (for type T-3 camera) type A-22		Q-M	E
Knife, butcher, 12-inch: Blade		Q-M	Q	Mount, gun, AA, 20 mm, M2	1-M-674-185	Q-M	E
Knife, chopping: 2 Curved blades		Q-M	Q	Mount, gun, 3" M4	1-M-670-20	Q-M	E
Knife, paring: curved blade		Q-M	Q	Mount, gun, type K-3, airplane		Q-M	E
Knife, paring: heavy 14-inch blade	64	Q-M	Q	Mount, sight, M37	1-M-791-390	Q-M	E
Knife, subalter, heavy 14-inch blade		Q-M	Q	Mount, telescope, M38	1-C-1516	Q-M	E
Knife, subalter, light 14-inch blade		Q-M	Q	Multiple gun motor carriage M13 (TIE 4)	36	Q-M	E
Knife, skinning 6-inch blade		Q-M	Q	Music instruments: Music, and all accessories, outfits and parts		Q-M	E
Knife, sliding: 12-inch blade		Q-M	Q	Nail boot, mountain		Q-M	E
Knife, table	63	Q-M	Q	Nailkin, linen	27	Q-M	E
Knife, table, corrosion resisting steel	63	Q-M	Q	Napkin, paper: Crepe, folded, 1,000	41	Q-M	E
Laboratory, photographic, portable type D-2		A	A	Nail puller	27	Q-M	E
Laboratory, photographic, demountable, type E-2		A	A	Needle, common, assorted sizes		Q-M	E
Laces, boot, ski: mountain		Q	Q	Net, set, camouflage, No. 1		Q-M	E
Laces, shoe pac		Q	Q	Nozzles, automotive	4-F-2000	Q-M	E
Ladder, step, 16-foot	41	Q	Q	Oil, incendiary, 1M	13	Q-M	E
Ladle, large: 24 oz.	64	Q-M	Q	Oil, spray, spring, trigger operated	51-O-884-15	Q-M	E
Ladle, small: 6 oz.	64	Q-M	Q	Opener, can, large: Bracket type		Q-M	E
Lamp, PH-216-A	17	S	S	Opener, can, small: With corkscrew and cap remover		Q-M	E
Lamp, adjustable, for bed: (takes 15 watt frosted bulb furnished by quartermaster)	17	Q-M	Q	Outfit, baking, field	64	Q-M	E
Lamp assembly, cockpit, flexible, type C-6	17-L-7469-30	Q-M	Q	Outfit, embalming, complete w/acc.	57-E-830	Q-M	E
Lamp, operating, field, generator		Q-M	Q	Ovens, ranges and stoves: and all accessories, outfits, and parts	72	Q-M	E
Lantern, globe, white	31	Q-M	Q	Overshoe, boot, safety sole	65	Q-M	E
Lantern, globe, green	31	Q-M	Q	Overshoes, arctic 4 buckle, nurses	72-O-660	Q-M	E
Lantern, wick	31	Q-M	Q	Pack, jungle		Q-M	E
		Q	Q	Packboard		Q-M	E



Item or general class	Federal Standard Stock Catalogue stock no. or class no.	Procurement responsibility	Item or general class	Federal Standard Stock Catalogue stock no. or class no.	Procurement responsibility
Pad, snowshoe			Radio set SCR-640	16-R-987-130	
Pad, insulated, sleeping			Radio set SCR-640 for use as spare set		
Pajama coat, summer (large, medium, small)			Radio set SCR-640 for use as spare parts	16-R-987-65	
Pajama trousers, summer (large, medium, small)			Radio set SCR-620 for use as spare set	16-R-987-70	
Pajama trousers, winter			Radio set SCR-621 for use as spare set		
Panel, type A-1A, control, generator			Radio set SCR-621 for use as spare parts	16-T-11113	
Panel, type A-2A, control, generator			Radio spare tubes for radio set SCR-640	16-T-11105	
Panel, type B-1B, control, generator			Radio spare tubes for radio set SCR-620	16-T-11108	
Panel, type B-2B, control, generator			Radio test equipment modified IE-16	948760	
Panel, type C-1C, control, generator			Radio test equipment modified IE-16 spares		
Panel, type C-2C, control, generator			Radio set SCR-620 required by Military Training Division and Maintenance Division	16-R-987-130	
Panel, type C-3C, control, generator			Radio set SCR-640 required by military training division and maintenance division		
Panel, type C-4C, control, generator			Radio set SCR-621 required by maintenance division	16-R-987-70	
Panel, type C-5C, control, generator			Radio set SCR-621	16-R-989-60	
Panel, type C-6C, control, generator			Radio set SCR-621	16-R-989-80	
Panel, type C-7C, control, generator			Radio set SCR-621	83-R-14000	
Panel, type C-8C, control, generator			Radio set SCR-621	58	
Panel, type C-9C, control, generator			Radio set SCR-621	72	
Panel, type C-10C, control, generator			Radio set SCR-621		
Panel, type C-11C, control, generator			Radio set SCR-621		
Panel, type C-12C, control, generator			Radio set SCR-621		
Panel, type C-13C, control, generator			Radio set SCR-621		
Panel, type C-14C, control, generator			Radio set SCR-621		
Panel, type C-15C, control, generator			Radio set SCR-621		
Panel, type C-16C, control, generator			Radio set SCR-621		
Panel, type C-17C, control, generator			Radio set SCR-621		
Panel, type C-18C, control, generator			Radio set SCR-621		
Panel, type C-19C, control, generator			Radio set SCR-621		
Panel, type C-20C, control, generator			Radio set SCR-621		
Panel, type C-21C, control, generator			Radio set SCR-621		
Panel, type C-22C, control, generator			Radio set SCR-621		
Panel, type C-23C, control, generator			Radio set SCR-621		
Panel, type C-24C, control, generator			Radio set SCR-621		
Panel, type C-25C, control, generator			Radio set SCR-621		
Panel, type C-26C, control, generator			Radio set SCR-621		
Panel, type C-27C, control, generator			Radio set SCR-621		
Panel, type C-28C, control, generator			Radio set SCR-621		
Panel, type C-29C, control, generator			Radio set SCR-621		
Panel, type C-30C, control, generator			Radio set SCR-621		
Panel, type C-31C, control, generator			Radio set SCR-621		
Panel, type C-32C, control, generator			Radio set SCR-621		
Panel, type C-33C, control, generator			Radio set SCR-621		
Panel, type C-34C, control, generator			Radio set SCR-621		
Panel, type C-35C, control, generator			Radio set SCR-621		
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Panel, type C-37C, control, generator			Radio set SCR-621		
Panel, type C-38C, control, generator			Radio set SCR-621		
Panel, type C-39C, control, generator			Radio set SCR-621		
Panel, type C-40C, control, generator			Radio set SCR-621		
Panel, type C-41C, control, generator			Radio set SCR-621		
Panel, type C-42C, control, generator			Radio set SCR-621		
Panel, type C-43C, control, generator			Radio set SCR-621		
Panel, type C-44C, control, generator			Radio set SCR-621		
Panel, type C-45C, control, generator			Radio set SCR-621		
Panel, type C-46C, control, generator			Radio set SCR-621		
Panel, type C-47C, control, generator			Radio set SCR-621		
Panel, type C-48C, control, generator			Radio set SCR-621		
Panel, type C-49C, control, generator			Radio set SCR-621		
Panel, type C-50C, control, generator			Radio set SCR-621		
Panel, type C-51C, control, generator			Radio set SCR-621		
Panel, type C-52C, control, generator			Radio set SCR-621		
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Panel, type C-60C, control, generator			Radio set SCR-621		
Panel, type C-61C, control, generator			Radio set SCR-621		
Panel, type C-62C, control, generator			Radio set SCR-621		
Panel, type C-63C, control, generator			Radio set SCR-621		
Panel, type C-64C, control, generator			Radio set SCR-621		
Panel, type C-65C, control, generator			Radio set SCR-621		
Panel, type C-66C, control, generator			Radio set SCR-621		
Panel, type C-67C, control, generator			Radio set SCR-621		
Panel, type C-68C, control, generator			Radio set SCR-621		
Panel, type C-69C, control, generator			Radio set SCR-621		
Panel, type C-70C, control, generator			Radio set SCR-621		
Panel, type C-71C, control, generator			Radio set SCR-621		
Panel, type C-72C, control, generator			Radio set SCR-621		
Panel, type C-73C, control, generator			Radio set SCR-621		
Panel, type C-74C, control, generator			Radio set SCR-621		
Panel, type C-75C, control, generator			Radio set SCR-621		
Panel, type C-76C, control, generator			Radio set SCR-621		
Panel, type C-77C, control, generator			Radio set SCR-621		
Panel, type C-78C, control, generator			Radio set SCR-621		
Panel, type C-79C, control, generator			Radio set SCR-621		
Panel, type C-80C, control, generator			Radio set SCR-621		
Panel, type C-81C, control, generator			Radio set SCR-621		
Panel, type C-82C, control, generator			Radio set SCR-621		
Panel, type C-83C, control, generator			Radio set SCR-621		
Panel, type C-84C, control, generator			Radio set SCR-621		
Panel, type C-85C, control, generator			Radio set SCR-621		
Panel, type C-86C, control, generator			Radio set SCR-621		
Panel, type C-87C, control, generator			Radio set SCR-621		
Panel, type C-88C, control, generator			Radio set SCR-621		
Panel, type C-89C, control, generator			Radio set SCR-621		
Panel, type C-90C, control, generator			Radio set SCR-621		
Panel, type C-91C, control, generator			Radio set SCR-621		
Panel, type C-92C, control, generator			Radio set SCR-621		
Panel, type C-93C, control, generator			Radio set SCR-621		
Panel, type C-94C, control, generator			Radio set SCR-621		
Panel, type C-95C, control, generator			Radio set SCR-621		
Panel, type C-96C, control, generator			Radio set SCR-621		
Panel, type C-97C, control, generator			Radio set SCR-621		
Panel, type C-98C, control, generator			Radio set SCR-621		
Panel, type C-99C, control, generator			Radio set SCR-621		
Panel, type C-100C, control, generator			Radio set SCR-621		



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Sighting system, M2A1	1-S-8466	O	Telephone central office set TC-12	17-T-2140	S
Sighting system, M5 (for 37 mm. A. gun)		O	Telescope M-15	18-T-546	S
Signal type H-2 altimeter	17-S-7592	A	Telescope M19A1		S
Signal lamp equipment SF-11		O	Telescope M12		S
Skids, generator, M1	24-S-558	O	Telescope M13		S
Snaphook, mountain	51	O	Telescope M139		S
Soap, laundry, 1 lb.		O	Telescope M140	18-T-440-210	S
Soap, scouring, coarse, grill		O	Telescope M141	18-T-567	S
Soap, scouring powder, sprinkler top container		O	Telescope M142	24	S
Soap, white, floating 6 oz.	51	O	Telescope M143	17-T-5487-75	S
Socks, wool, cushion sole	73	O	Telescope M144	55	S
Socks, wool, ski	73	O	Telescope M145	18-T-610	S
Solenoid, firing gun remote, type G-11		O	Telescope M146		S
Solenoid, 16		O	Telescope M147		S
Solvent, cleaning		O	Telescope M148		S
Solvent, automotive		O	Telescope M149		S
Spice box, 6 cans		O	Telescope M150		S
Spokehaste, 10-inch with blade 2 1/4 inches		O	Telescope M151		S
Spoon, hasting, 14-inch		O	Telescope M152		S
Spoon, hasting, 20-inch		O	Telescope M153		S
Spoon, mustard, wood		O	Telescope M154		S
Spoon, table		O	Telescope M155		S
Spoon, table, corrosion resisting steel		O	Telescope M156		S
Spoon, table, medium (dessert)		O	Telescope M157		S
Spoon, tea		O	Telescope M158		S
Spoon, tea corrosion resisting steel		O	Telescope M159		S
Spoon, wood: mixing		O	Telescope M160		S
Spotting board M7		O	Telescope M161		S
Sprayer, electric, large: insecticide		O	Telescope M162		S
Sprayer, electric, small: universal motor, insecticide		O	Telescope M163		S
Sprayer, hand: insecticide, knapsack type		O	Telescope M164		S
Sprayer, hand: continuous sprayer for insecticide		O	Telescope M165		S
Spraying equipment (for pyrethrum and insecticides)		O	Telescope M166		S
Sprayer, mosquito-bar		O	Telescope M167		S
Squeezer, lemon		O	Telescope M168		S
Starter, combination inertia & direct drive, types G-7, G-8, G-9, G-10, G-12 (all 24 volts) 83-S-50000; 86-S-50020; 89-S-50040; 86-S-50060; 86-S-50080; 86-S-50100		O	Telescope M169		S
Stationery: bags, paper, books, blank; boxes, paper; cartons; drafting-room, office and printers supplies		O	Telescope M170		S
Steel, butcher's		O	Telescope M171		S
Steeple, tea		O	Telescope M172		S
Stove, sharpening, 6" x 2" x 1"		O	Telescope M173		S
Stove, 2-burner, gasoline: with one extra tank 10 1/2 by 10 1/2 by 4 1/2 inches		O	Telescope M174		S
Stove, gasoline, one-burner		O	Telescope M175		S
Strainer, 8-inch: wire, wood handle		O	Telescope M176		S
Strainer, 8-inch: wire, wood handle		O	Telescope M177		S
Strainer, Chinese: 8-inch: coarse		O	Telescope M178		S
Strainer, Chinese: 8-inch: fine		O	Telescope M179		S
Submarine Mine CMC-3		O	Telescope M180		S
Submarine Mine CMC-3		O	Telescope M181		S
Suit, canvas: trousers (large, medium, small)		O	Telescope M182		S
Suit, canvas: trousers (large, medium, small)		O	Telescope M183		S
Suit, operating coat (large, medium, small)		O	Telescope M184		S
Suit, operating trousers (large, medium, small)		O	Telescope M185		S
Suit, working one-piece, muslin		O	Telescope M186		S
Supercharger, turbine, exhaust driven, type B-13		O	Telescope M187		S
Supercharger, turbine, exhaust driven, type B-14		O	Telescope M188		S
Supercharger, turbine, exhaust driven, type CMC-3		O	Telescope M189		S
Supporter, athletic		O	Telescope M190		S
Survey equipment flash ranging, field artillery (observation battalions)		O	Telescope M191		S
Surveying equipment, sound ranging, field artillery (observation battalions)		O	Telescope M192		S
Suspenders, parachute jumper's		O	Telescope M193		S
Sweat, high neck		O	Telescope M194		S
Table, cloth: Dining, 2 yds. wide, linen		O	Telescope M195		S
Table, cloth: Dining, 2 yds. wide, linen		O	Telescope M196		S
Table, cover: Silence cloth, 2 yds. wide		O	Telescope M197		S
Table, measure: 60 inches: Linen		O	Telescope M198		S
Table, bedside, folding: Wood 16 by 16 1/2 by 26 inches		O	Telescope M199		S
Tableware (bartrucks; crew's mess; hospital; hotel; officers' mess; ship-saloon); aluminum ware; glassware; silverware; corrosion-resisting-steelware; glassware; silverware		O	Telescope M200		S
Tarp, 6-ton 6 x 6 bridge construction		O	Telescope M201		S
Truck, 4-ton, 6 x 6, dump		O	Telescope M202		S
Truck, 6-ton, 6 x 6, gasoline tank, 2,000 gallons		O	Telescope M203		S
Trucks, materials handling—lift and power		O	Telescope M204		S
Trousers, jungle cloth		O	Telescope M205		S
Trousers, mountaineer		O	Telescope M206		S
Trousers, parachute jumper's		O	Telescope M207		S
Trousers, ski, white		O	Telescope M208		S
Truck, 6-ton 6 x 6 bridge construction		O	Telescope M209		S
Truck, 4-ton, 6 x 6, dump		O	Telescope M210		S
Truck, 6-ton, 6 x 6, gasoline tank, 2,000 gallons		O	Telescope M211		S
Trucks, materials handling—lift and power		O	Telescope M212		S



Item or general class	Federal Standard Stock Catalogue stock no. or class no.	Procurement responsibility	Purchase responsibility
Truck mounted crane, M2.....	78-C0500.....	O	O
Truck trailer, 40-ton tank recovery T21.....	78-T-36755.....	O	O
Truck trailer, 45-ton tank transporter, M19.....		O	O
Tumbler, glass.....		Q-M	Q
Turner, cake.....		Q-M	Q
Typewriter: (specify size).....	54.....	(Q)	Q
Typewriter, portable: complete with carrying case.....	54.....	(Q)	Q
Unit, range, engine, type B-8 (with electric thermometer) (05-825).....		A	A
Unit, power electric: (gasoline motor generator, portable, 110 volt 60 cycle).....		M-E	E
Voltmeter, system, electrical, aircraft, type C-1.....	16-V-4400.....	A	A
Wader, over-the-shoe.....	72-W-5000.....	Q	Q
Waste: cotton.....		Q-M	Q
Wax, ski.....		Q	Q
Wristlets, knit.....	73-W-10000.....	Q	Q
X-ray field unit, bi-plane marker and reorientating device.....		M	M

<sup>1</sup> All services.

[F. R. Doc. 42-11714; Filed, November 10, 1942; 10:18 a. m.]

## TITLE 14—CIVIL AVIATION

### Chapter II—Administrator of Civil Aeronautics, Department of Commerce

#### PART 600<sup>1</sup>—DESIGNATION OF CIVIL AIRWAYS

[Amendment 12]

#### REDESIGNATION OF RED CIVIL AIRWAY NO. 18, ETC.

NOVEMBER 4, 1942.

Acting pursuant to the authority vested in me by section 302 of the Civil Aeronautics Act of 1938, as amended, I hereby amend Part 600 of the regulations of the Administrator of Civil Aeronautics as follows:

Redesignation of Red civil airway No. 18, Red civil airway No. 14, and Blue civil airway No. 3; deletion of Blue civil airway No. 11.

1. By striking in § 600.10217 *Red civil airway No. 18* (Indianapolis, Ind., to Washington, D. C.) the following:

"Huntington, W. Va., radio range station; Charleston, W. Va., radio range station; the intersection of the center lines of the on course signals of the southeast leg of the Charleston, W. Va., radio range and the southwest leg of the Elkins, W. Va., radio range; Elkins, W. Va., radio range station;"

and substituting in lieu thereof the following:

"Huntington, W. Va., radio range station; the Elkins, W. Va., radio range station;"

2. By striking in § 600.10302 *Blue civil airway No. 3* (Memphis, Tenn., to Tampa, Fla.) the title "Memphis, Tenn., to Tampa, Fla." and substituting in lieu thereof the following: "Birmingham, Ala., to Tampa, Fla."

3. By striking § 600.10310 *Blue civil airway No. 11* (Muscle Shoals, Ala., to Nashville, Tenn.).

4. By striking in § 600.10213 *Red civil airway No. 14* (Lone Rock, Wis., to Louisville, Ky.) the following: "The Lafayette, Ind., radio range station; and".

<sup>1</sup> 7 F.R. 1417, 1748, 2381, 2864, 4131, 4376, 4939, 5387, 5540, 6457, 7654, 7959, 8378.

This amendment will become effective 0001 E. W. T. November 15, 1942.

C. I. STANTON,  
Administrator.

[F. R. Doc. 42-11751; Filed, November 11, 1942; 10:09 a. m.]

#### PART 601<sup>1</sup>—DESIGNATION OF AIRWAY TRAFFIC CONTROL AREAS, CONTROL ZONES OF INTERSECTION, CONTROL AIRPORTS, AND RADIO FIXES

[Amendment 18]

#### REDESIGNATION OF RADIO FIXES, ETC.

NOVEMBER 4, 1942.

Acting pursuant to the authority vested in me by section 308 of the Civil Aeronautics Act of 1938, as amended, and Special Regulation Serial No. 197 of the Civil Aeronautics Board, I hereby amend Part 601 of the regulations of the Administrator of Civil Aeronautics as follows:

Redesignation of radio fixes: Red civil airway No. 14; Blue civil airway No. 3; deletion of radio fixes: Blue civil airway No. 11; redesignation of airway traffic control areas: Blue civil airway No. 3; Blue civil airway No. 11.

1. By striking in § 601.40218 *Red civil airway No. 18* (Indianapolis, Ind., to Washington, D. C.) the following: "Charleston, W. Va., radio range station;"

2. By striking in § 601.40214 *Red civil airway No. 14* (Lone Rock, Wis., to Louisville, Ky.) the following: "Lafayette, Ind., radio range station" and substituting in lieu thereof the following: "The intersection of the center lines of the on course signals of the southeast leg of the Chicago, Ill., radio range and the southeast leg of the Joliet, Ill., radio range."

3. By striking § 601.40311 *Blue civil airway No. 11* (Muscle Shoals, Ala., to Nashville, Tenn.).

4. By striking in § 601.40303 *Blue civil airway No. 3* (Memphis, Tenn., to Tampa,

<sup>1</sup> 7 F.R. 378, 529, 597, 841, 1016, 1424, 1748, 2864, 2865, 3466, 4196, 5540, 6457, 6458, 6927, 7655, 7690, 8455.

Fla.) the following in the title: "Memphis, Tenn., to Tampa, Fla." and substituting in lieu thereof the following: "Birmingham, Ala., to Tampa, Fla.;" and deleting the following: "Muscle Shoals, Ala., radio range station; the intersection of the center lines of the on course signals of the southeast leg of the Muscle Shoals, Ala., radio range station and the north leg of the Birmingham, Ala., radio range;"

5. By striking in § 601.10303 *Blue civil airway No. 3 airway traffic control area* (Memphis, Tenn., to Tampa, Fla.) the following in the title: "Memphis, Tenn., to Tampa, Fla." and substituting in lieu thereof the following: "Birmingham, Ala., to Tampa, Fla."

6. By striking § 601.10311 *Blue civil airway No. 11 airway traffic control area*.

This amendment will become effective 0001 E. W. T., November 15, 1942.

C. I. STANTON,  
Administrator.

[F. R. Doc. 42-11752; Filed, November 11, 1942; 10:09 a. m.]

## TITLE 17—COMMODITIES AND SECURITIES EXCHANGES

### Chapter II—Securities and Exchange Commission

#### PART 274—FORMS, INVESTMENT COMPANY ACT OF 1940

#### AMENDMENT OF FORM

#### Amendment to Form N-8B-1.

The Securities and Exchange Commission, acting pursuant to the authority conferred upon it by the Investment Company Act of 1940, particularly sections 8 (b) and 38 (a) thereof, and deeming such action necessary and appropriate in the public interest and for the protection of investors hereby amends the following items of Form N-8B-1:

(1) Item 13 (a) Column 6 by deleting the words "Amount owned of record and beneficially (if known to registrant)" and substituting in lieu thereof the following: "Amount of record owned beneficially (if known to registrant)."

(2) Item 13 (a) Column 7 by deleting the words "% of class owned of record and beneficially" and substituting in lieu thereof the following: "% of record owned beneficially."

(3) Item 14 Column 6 by deleting the words "Amount owned of record and beneficially (if known to registrant)" and substituting in lieu thereof the following: "Amount of record owned beneficially (if known to registrant)."

(4) Item 14 Column 7 by deleting the words "% of class owned of record and beneficially" and substituting in lieu thereof the following: "% of record owned beneficially."

(5) Item 15 Column 5 by deleting the words "Amount owned of record and not beneficially (if known to registrant)" and substituting in lieu thereof the following: "Amount of record owned beneficially (if known to registrant)."

(6) Item 15 Column 6 by deleting the words "% of class owned of record and



not beneficially" and substituting in lieu thereof the following: "% of record owned beneficially."

(7) Item 22 (c) by deleting the words "the persons whose direct remuneration is included under Item 22 (a) or 22 (b)" and substituting in lieu thereof the following: "the officers of the registrant" so that Item 22 (c) reads as follows: "Indirectly to each of the officers of the registrant."

(8) Item 23 (b) by deleting the words "of the persons whose direct remuneration is included under Item 23 (a)" and substituting in lieu thereof "the directors and members of the advisory board of the registrant" so that Item 23 (b) reads as follows: "Indirectly to each of the directors and members of the advisory board of the registrant."

(9) Item 55 (b) by inserting before the word "day" in the fourth line thereof the word "specified".

(10) Item 56 (a) Column 7 by deleting the words "Amount owned of record and beneficially (if known to registrant)" and substituting in lieu thereof the words "Amount of record owned beneficially (if known to registrant)."

(11) Item 56 (a) Column 8 by deleting the words "% of class owned of record and beneficially" and substituting in lieu thereof the words "% of record owned beneficially."

(12) Item 63 (b) by deleting the words "a day on or after June 2, 1941" in the fourth and fifth lines thereof and substituting in lieu thereof "on the day referred to in answer to Item 55 (b)."

(13) Sub-item 16 (a) of Item 63 (b) by deleting "in dollars (15-[9(a)+14])" and substituting in lieu thereof "In dollars ([9(a)+14]-15)."

(14) Item 65 by inserting immediately before Item (a) of said item the following: "The information required by this item need not be furnished for any subsidiary for which financial statements are not required to be filed."

Effective July 1, 1941.

By the Commission.

[SEAL] FRANCIS F. BRASSOR,  
Secretary.

[F. R. Doc. 42-11777; Filed, November 11, 1942;  
11:41 a. m.]

#### PART 274—FORMS, INVESTMENT COMPANY ACT OF 1940

##### AMENDMENT TO FORM INSTRUCTIONS

Amendment No. 1 to instructions for Form N-8B-1.

The Securities and Exchange Commission, acting pursuant to the authority conferred upon it by the Investment Company Act of 1940, particularly sections 8 (b) and 38 (a) thereof, and deeming such action necessary and appropriate in the public interest and for the protection of investors, hereby amends the instructions to Form N-8B-1 by adding a new paragraph 4 to such instructions to read as follows:

4. *Sponsor of an unincorporated fund not having a board of directors.* If the registrant is an unincorporated company not having a board of directors, the information called for by Items 22, 23, 24,

25, and 26 shall be supplied for the personnel of the sponsor of such unincorporated company. Appropriate note should be made in the answers to these items that the information relates to the compensation paid by the sponsor company to its personnel.

Effective June 9, 1941.

By the Commission.

[SEAL] FRANCIS P. BRASSOR,  
Secretary.

[F. R. Doc. 42-11776; Filed, November 11, 1942;  
11:41 a. m.]

## TITLE 29—LABOR

### Chapter IV—Children's Bureau

#### PART 422—OCCUPATIONS PARTICULARLY HAZARDOUS FOR THE EMPLOYMENT OF MINORS BETWEEN 16 AND 18 YEARS OF AGE OR DETRIMENTAL TO THEIR HEALTH OR WELL-BEING

##### OPERATION OF POWER-DRIVEN WOODWORKING MACHINERY

Amendment of Hazardous-Occupations Order No. 5.

By virtue of and pursuant to the authority conferred by section 3(l) of the Fair Labor Standards Act of 1938; an amendment to Hazardous-Occupations Order No. 5 having been proposed for final adoption by the Chief of the Children's Bureau; opportunity having been given to all interested parties to file objections thereto within 20 days from the date of publication of said proposed order in the FEDERAL REGISTER; no such objections having been filed; and sufficient reason appearing therefor,

Now, therefore, it is ordered that § 422.5 of Part 422 of Chapter IV, Title 29, Code of Federal Regulations, is hereby amended so as to read as follows:

§ 422.5 *Occupations involved in the operation of power-driven woodworking machines*—(a) *Finding and declaration of fact.* The following occupations involved in the operation of power-driven woodworking machines are particularly hazardous for minors between 16 and 18 years of age:

(1) The occupation of operating power-driven woodworking machines, including supervising or controlling the operation of such machines, feeding material into such machines, and helping the operator to feed material into such machines but not including the placing of material on a moving chain or in a hopper or slide for automatic feeding.

(2) The occupations of setting up, adjusting, repairing, oiling, or cleaning power-driven woodworking machines.

(3) The occupations of off-bearing from circular saws and from guillotine-action veneer clippers.

(b) *Definitions.* As used in this order:

(1) The term "power-driven woodworking machines" shall mean all fixed or portable machines or tools driven by power and intended for cutting, shaping, forming, surfacing, nailing, stapling, wire stitching, fastening, or otherwise assembling, pressing, or printing wood or veneer.

(2) The term "off-bearing" shall mean the removal of material or refuse directly from a saw table or from the point of operation. Operations not considered as off-bearing within the intent of this order include (i) the removal of material or refuse from a circular saw or guillotine-action veneer clipper where the material or refuse has been conveyed away from the saw table or point of operation by a gravity chute or by some mechanical means such as a moving belt or expulsion roller, and (ii) the following operations when they do not involve the removal of material or refuse directly from a saw table or from the point of operation: the carrying, moving, or transporting of materials from one machine to another or from one part of a plant to another; the piling, stacking, or arranging of materials for feeding into a machine by another person; and the sorting, tying, bundling, or loading of materials.

(c) This order shall not apply to the employment of apprentice pattern makers, cabinet makers, airplane-model makers, ship joiners, and mold-loftsmen in the occupations declared particularly hazardous in § 422.5 (a) hereof, if such employment is incidental to their apprentice training, is intermittent and for short periods of time and under the direction and supervision of an instructor as a necessary part of such apprentice training, and is carried on in accordance with a written apprenticeship agreement that has been approved by the Federal Committee on Apprenticeship of the Apprentices-Training Service, War Manpower Commission, or by a State apprenticeship council or other authority recognized by the Federal Committee on Apprenticeship.

(d) This order shall not justify non-compliance with any Federal or State law or municipal ordinance establishing a higher standard than the standard established herein.

(e) This amendment shall become effective upon publication in the FEDERAL REGISTER.

[SEAL] KATHARINE F. LENROOT,  
Chief of the Children's Bureau.

[F. R. Doc. 42-11847; Filed, November 12, 1942;  
11:24 a. m.]

## TITLE 30—MINERAL RESOURCES

### Chapter III—Bituminous Coal Division

#### PART 322—MINIMUM PRICE SCHEDULE, DISTRICT No. 2

[Docket No. A-1690]

##### DISTRICT BOARD 2

Order granting temporary relief and conditionally providing for final relief in the matter of the petition of District Board No. 2 for the establishment of price classifications and minimum prices for the coals of certain mines in District No. 2.

An original petition, pursuant to section 4 II (d) of the Bituminous Coal Act of 1937, having been duly filed with this Division by the above-named party, requesting the establishment, both temporary and permanent, of price classifications and minimum prices for the coals of certain mines in District No. 2; and



It appearing that a reasonable showing of necessity has been made for the granting of temporary relief in the manner hereinafter set forth; and

No petitions of intervention having been filed with the Division in the above-entitled matter; and

The following action being deemed necessary in order to effectuate the purposes of the Act;

*It is ordered*, That, pending final disposition of the above-entitled matter, temporary relief is granted as follows:

Commencing forthwith § 322.7 *Alphabetical list of code members* is amended by adding thereto Supplement R-I, § 322.9 (c) *Special prices*; *Railroad fuel* is amended by adding thereto Supplement R-II, and § 322.23 *General prices* is amended by adding thereto Supplement

T, which supplements are hereinafter set forth and hereby made a part hereof.

*It is further ordered*, That pleadings in opposition to the original petition in the above-entitled matter and applications to stay, terminate or modify the temporary relief herein granted may be filed with the Division within forty-five (45) days from the date of this order, pursuant to the Rules and Regulations

Governing Practice and Procedure before the Bituminous Coal Division in Proceedings Instituted Pursuant to section 4 II (d) of the Bituminous Coal Act of 1937.

*It is further ordered*, That the relief herein granted shall become final sixty (60) days from the date of this order, unless it shall otherwise be ordered.

Dated: November 3, 1942.  
[SEAL] DAN H. WHEELER,  
Director.

#### TEMPORARY AND CONDITIONALLY FINAL EFFECTIVE MINIMUM PRICES FOR DISTRICT NO. 2

NOTE: The material contained in these supplements is to be read in the light of the classifications, prices, instructions, exceptions and other provisions contained in Part 322, Minimum Price Schedule for District No. 2 and supplements thereto.

#### FOR ALL SHIPMENTS EXCEPT TRUCK

#### § 322.7 Alphabetical list of code members—Supplement R-I

[Alphabetical listing of code members having railway loading facilities, showing price classification by size group numbers]

Mine index No.	Code member	Mine name	Seam	Sub- dist. No.	Shipping point	Railroad	Freight origin group No.	Size group Nos.															
								1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
2561	Freebrook Corporation.....	Pittshaw #75 (S).....	U. Freeport.....	1	Hooker, Pa. ....	WA.....	21	F	F	E	E	E	E	E	F	F	(f)	(f)	(f)	(f)	(f)	(f)	(f)
2557	Hawker, O'Neal (Hawker Coal Co.).....	Blower (D).....	Pittsburgh.....	9	Apollo Mine Sdg., Fayette City, Pa. ....	P&LE.....	73	D	D	C	C	C	C	C	C	C	(f)	(f)	(f)	(f)	(f)	(f)	(f)
2558	Keefer, W. W. (Jackson Coal Co.).....	Jackson (S).....	Pittsburgh.....	7	Walkers Mills, Pa. ....	PRR.....	74	G	G	F	F	H	H	H	H	H	(f)	(f)	(f)	(f)	(f)	(f)	(f)
1091	Kerry & Young (R. W. Kerry).....	Kerry & Young (D & S).....	U. Freeport.....	1	Wurtemburg, Pa. ....	B&O.....	27	F	F	E	E	E	E	E	F	F	(f)	(f)	(f)	(f)	(f)	(f)	(f)
2562	V-G Corporation, c/o John F. Goehner.....	North Washington (S).....	U. Freeport.....	1	Hooker, Pa. ....	WA.....	21	F	F	E	E	E	E	E	F	F	(f)	(f)	(f)	(f)	(f)	(f)	(f)

<sup>1</sup>Indicates no classification effective for this size group.



§ 322.9 *Special prices*—(c) *Railroad fuel*—Supplement R-II. In § 332.9 (c) in Minimum Price Schedule add the mine index numbers in groups shown. Group No. 1: 2557; Group No. 2: 1091, 2558; Group No. 12: 2561, 2562.

## FOR TRUCK SHIPMENTS

§ 322.23 *General prices*—Supplement T

[Prices in cents per net ton for shipment into all market areas]

Code member index	Mine index No.	Mine	Seam	Base sizes										
				Lump over 4"	Lump 4"	Lump 3"	Lump 2"	Egg 2" x 4"	Sieve 1" x 4"	Peg 3/4" x 1 1/4"	Run of mine	2" N/S	1 1/4" slack	3/4" slack
				1	2	3	4	5	6	7	8	9	10	11
<b>ALLEGHENY COUNTY</b>														
Keefer, W. W. (Jackson Coal Co.)	2558	Jackson (S)	Pittsburgh	290	280	270	250	235	235	230	240	200	190	180
Murray, Raymond	2559	Indianola, S. D.	T. Freeport	305	295	285	260	240	240	240	240	210	200	190
Trasp & Jones Coal Co. (Evan Trasp)	2437	Pleasant Hills #1	Pittsburgh	315	305	295	270	245	245	240	240	215	205	200
<b>PUTLER COUNTY</b>														
Boyd, Carl E.	2556	Boyd Farm	U. Kittanning	320	310	300	275	270	265	245	245	205	195	185
Freebrook Corporation	2561	Pittshaw #75 (S)	U. Freeport	345	325	305	285	280	265	265	250	210	200	190
V-G Corporation, c/o John F. Goehner	2562	North Washington	U. Freeport	345	325	305	285	280	265	265	250	210	200	190
<b>FAYETTE COUNTY</b>														
Byers & Byers (Charles A. Byers)	2554	South Fayette	Pittsburgh	310	300	290	270	250	240	235	240	225	220	195
Fetcho, John I.	2560	Fetcho	Sewickley	295	285	275	260	240	230	230	230	215	210	195
Hawker, O'Neal (Hawker Coal Co.)	2557	Blower (D)	Pittsburgh	330	320	310	290	270	260	255	260	230	220	205
Hayes, T. W. (Hayes Coal Co.)	2563	Hayes #2 (S)	Pittsburgh	295	285	275	260	240	230	230	230	215	210	195
<b>WASHINGTON COUNTY</b>														
National Mining Company	90	Hazel (W)	Pittsburgh	(*)	(*)	1295	1270	(*)	(*)	(*)	(*)	(*)	(*)	(*)
<b>WESTMORELAND COUNTY</b>														
McClelland, Daniel W.	2553	McClelland	Freeport	290	280	270	260	250	230	230	225	205	195	185

\* Indicates prices previously classified for these Size Groups.

† For mechanically cleaned coal add 10¢ to Size Groups, 3, 4.

[F. R. Doc. 42-11805; Filed, November 11, 1942; 3:40 p. m.]

## TITLE 32—NATIONAL DEFENSE

Chapter VI—Selective Service System  
[No. 139]IMPORTANT NOTICE TO REGISTRANTS  
ORDER PRESCRIBING FORM

By virtue of the Selective Training and Service Act of 1940 (54 Stat. 885), and the authority vested in me by the rules and regulations prescribed by the President thereunder and more particularly the provisions of § 605.51 of the Selective Service Regulations, I hereby prescribe the following change in DSS forms:

Discontinuance of DSS Form 55, "Important Notice to Registrants," effective immediately upon the filing hereof with the Division of the Federal Register.<sup>1</sup>

The foregoing discontinuance shall become a part of the Selective Service Regulations, effective immediately upon the filing hereof with the Division of the Federal Register.

LEWIS B. HERSHEY,  
Director.

OCTOBER 31, 1942.

[F. R. Doc. 42-11797; Filed, November 11, 1942; 12:50 p. m.]

<sup>1</sup> Filed as part of the original document.

[Order 63]

NEW JERSEY STATE HOSPITAL PROJECT  
ESTABLISHMENT FOR CONSCIENTIOUS  
OBJECTORS

I, Lewis B. Hershey, Director of Selective Service, in accordance with the provisions of section 5 (g) of the Selective Training and Service Act of 1940 (54 Stat. 885) and pursuant to authorization and direction contained in Executive Order No. 8675 dated February 6, 1941, hereby designate the New Jersey State Hospital Project to be work of national importance, to be known as Civilian Public Service Camp No. 63. Said project, located at Marlboro, Monmouth County, New Jersey, will be the base of operations for work at the New Jersey State Hospital, and registrants under the Selective Training and Service Act of 1940, who have been classified by their local boards as conscientious objectors to both combatant and non-combatant military service and have been placed in Class IV-E, may be assigned to said project in lieu of their induction for military service.

Men assigned to said New Jersey State Hospital Project will be engaged in clerical work, as attendants, waiters, farm

hands, etc., and shall be under the direction of the Medical Director, New Jersey State Hospital at Marlboro, as well as will be the project management. Men shall be assigned to and retained in camp in accordance with the provisions of the Selective Training and Service Act of 1940 and regulations and orders promulgated thereunder, as well as the regulations of the New Jersey State Hospital. Administrative and directive control shall be under the Selective Service System through the Camp Operations Division of National Selective Service Headquarters.

LEWIS B. HERSHEY,  
Director.

NOVEMBER 5, 1942.

[F. R. Doc. 42-11792; Filed, November 11, 1942; 12:50 p. m.]

[Order 64]

## TERRY PROJECT

ESTABLISHMENT FOR CONSCIENTIOUS  
OBJECTORS

I, Lewis B. Hershey, Director of Selective Service, in accordance with the provisions of section 5 (g) of the Selective Training and Service Act of 1940 (54 Stat. 885) and pursuant to authorization and direction contained in Executive Order No. 8675 dated February 6, 1941, hereby designate the Terry Project to be work of national importance, to be known as Civilian Public Service Camp No. 64. Said camp, located at Terry, Prairie County, Montana, will be the base of operations for land development and irrigation work in the State of Montana, and registrants under the Selective Training and Service Act of 1940, who have been classified by their local boards as conscientious objectors to both combatant and noncombatant military service and have been placed in Class IV-E, may be assigned to said camp in lieu of their induction for military service.

The work to be undertaken by the men assigned to Civilian Public Service Camp No. 64 will consist of land development and the construction of irrigation and drainage facilities, and shall be under the technical direction of the Farm Security Administration of the United States Department of Agriculture insofar as concerns the planning and direction of the work program. The camp, insofar as camp management is concerned, will be under the direction of approved representatives of the National Service Board for Religious Objectors. Men shall be assigned to and retained in camp in accordance with the provisions of the Selective Training and Service Act of 1940 and regulations and orders promulgated thereunder. Administrative and directive control shall be under the Selective Service System through the Camp Operations Division of National Selective Service Headquarters.

LEWIS B. HERSHEY,  
Director.

NOVEMBER 10, 1942.

[F. R. Doc. 42-11793; Filed, November 11, 1942; 12:50 p. m.]



[Order 65]

**UTICA STATE HOSPITAL PROJECT  
ESTABLISHMENT FOR CONSCIENTIOUS  
OBJECTORS**

I, Lewis B. Hershey, Director of Selective Service, in accordance with the provisions of section 5 (g) of the Selective Training and Service Act of 1940 (54 Stat. 885) and pursuant to authorization and direction contained in Executive Order No. 8675 dated February 6, 1941, hereby designate the Utica State Hospital Project to be work of national importance, to be known as Civilian Public Service Camp No. 65. Said project, located at Utica, Oneida County, New York, will be the base of operations for work at the Utica State Hospital, and registrants under the Selective Training and Service Act of 1940, who have been classified by their local boards as conscientious objectors to both combatant and noncombatant military service and have been placed in Class IV-E, may be assigned to said project in lieu of their induction for military service.

Men assigned to said Utica State Hospital Project will be engaged in clerical work, as attendants, waiters, farm hands, etc., and shall be under the direction of the Superintendent, Utica State Hospital, as well as will be the project management. Men shall be assigned to and retained in camp in accordance with the provisions of the Selective Training and Service Act of 1940 and regulations and orders promulgated thereunder, as well as the regulations of the Utica State Hospital. Administrative and directive control shall be under the Selective Service System through the Camp Operations Division of National Selective Service Headquarters.

LEWIS B. HERSHEY,  
*Director.*

NOVEMBER 5, 1942.

[F. R. Doc. 42-11794; Filed, November 11, 1942; 12:50 p. m.]

[Order 66]

**NORRISTOWN STATE HOSPITAL PROJECT  
ESTABLISHMENT FOR CONSCIENTIOUS  
OBJECTORS**

I, Lewis B. Hershey, Director of Selective Service, in accordance with the provisions of section 5 (g) of the Selective Training and Service Act of 1940 (54 Stat. 885) and pursuant to authorization and direction contained in Executive Order No. 8675 dated February 6, 1941, hereby designate the Norristown State Hospital Project to be work of national importance, to be known as Civilian Public Service Camp No. 66. Said project, located at Norristown, Montgomery County, Pennsylvania, will be the base of operations for work at the Norristown State Hospital, and registrants under the Selective Training and Service Act of 1940, who have been classified by their local boards as conscientious objectors to both combatant and non-combatant military service and have been placed in Class IV-E, may be assigned to said project

in lieu of their induction for military service.

Men assigned to said Norristown State Hospital Project will be engaged in clerical work, as attendants, waiters, farm hands, etc., and shall be under the direction of the Superintendent, Norristown State Hospital, as well as will be the project management. Men shall be assigned to and retained in camp in accordance with the provisions of the Selective Training and Service Act of 1940 and regulations and orders promulgated thereunder, as well as the regulations of the Norristown State Hospital. Administrative and directive control shall be under the Selective Service System through the Camp Operations Division of National Selective Service Headquarters.

LEWIS B. HERSHEY,  
*Director.*

NOVEMBER 5, 1942.

[F. R. Doc. 42-11795; Filed, November 11, 1942; 12:50 p. m.]

[Order 67]

**DOWNEY PROJECT  
ESTABLISHMENT FOR CONSCIENTIOUS  
OBJECTORS**

I, Lewis B. Hershey, Director of Selective Service, in accordance with the provisions of section 5 (g) of the Selective Training and Service Act of 1940 (54 Stat. 885) and pursuant to authorization and direction contained in Executive Order No. 8675 dated February 6, 1941, hereby designate the Downey Project to be work of national importance, to be known as Civilian Public Service Camp No. 67. Said camp, located at Downey, Bannock County, Idaho, will be the base of operations for soil conservation work in the State of Idaho, and registrants under the Selective Training and Service Act of 1940, who have been classified by their local boards as conscientious objectors to both combatant and non-combatant military service and have been placed in Class IV-E, may be assigned to said camp in lieu of their induction for military service.

The work to be undertaken by the men assigned to Civilian Public Service Camp No. 67 will consist of rehabilitation of small group or individual irrigation systems, reservoir rehabilitation, stock water development, fencing, gully control, channel stabilization, tree planting, terracing, rodent and weed control, fire pre-suppression and suppression, and shall be under the technical direction of the Soil Conservation Service of the United States Department of Agriculture insofar as concerns the planning and direction of the work program. The camp, insofar as camp management is concerned, will be under the direction of approved representatives of the National Service Board for Religious Objectors. Men shall be assigned to and retained in camp in accordance with the provisions of the Selective Training and Service Act of 1940 and regulations and orders promulgated thereunder. Administrative and directive control shall be under the Selective Service System through the

Camp Operations Division of National Selective Service Headquarters.

LEWIS B. HERSHEY,  
*Director.*

NOVEMBER 7, 1942.

[F. R. Doc. 42-11796; Filed, November 11, 1942; 12:50 p. m.]

**Chapter VIII—Board of Economic  
Warfare**

Subchapter B—Export Control  
[Amendment No. LXIX]

**PART 802—GENERAL LICENSES  
AUSTRALIA**

Amendment No. XLIII is hereby revised to read as follows:

Paragraph (a) of § 802.3 *General license country groups* is hereby amended by adding Australia to the list of destinations included in Group C.

(Sec. 6, 54 Stat. 714, Pub. Laws 75 and 638, 77th Cong.; Order No. 3, Delegations of Authority Nos. 25 and 26, 7 F.R. 4951)

A. N. ZIEGLER,  
*Acting Chief,  
Export Control Branch,  
Office of Exports.*

NOVEMBER 11, 1942.

[F. R. Doc. 42-11849; Filed, November 12, 1942; 11:50 a. m.]

**Chapter IX—War Production Board**

Subchapter B—Director General for Operations

**PART 971—ETHYL ALCOHOL AND RELATED  
COMPOUNDS**

[Amendment 2 to General Preference Order M-30,<sup>1</sup> as Amended August 8, 1942]

Section 971.1 *General Preference Order M-30*, as amended August 8, 1942, is hereby amended in the following respects:

1. Paragraph (c) (1) is hereby amended to read as follows:

(1) No person shall, during any calendar quarter commencing January 1, 1942, accept delivery of ethyl alcohol for any purpose not specified in paragraphs (c) (2), (c) (3), (c) (4) and (k) hereof in excess of 100% of the quantity of ethyl alcohol which he used (distributed in the case of a distributor) for such purpose during the corresponding calendar quarter in the twelve months period ended June 30, 1941.

2. By striking out from paragraph (c) (2) the words "rubbing alcohol".

3. By adding a new paragraph (k) reading as follows:

(k) *Prohibited deliveries.* On and after November 11, 1942, no person shall deliver ethyl alcohol or any compound or preparation containing ethyl alcohol for use as rubbing alcohol or for the manufacture of any rubbing alcohol compound or preparation; provided that this restriction shall not prevent deliveries to:

<sup>1</sup> 7 F.R. 6204, 8380.



(1) The agencies, governments or persons specified in paragraph (c) (7) hereof:

(2) Licensed physicians, dentists and veterinarians;

(3) The holders of written prescriptions or orders of licensed physicians, dentists and veterinarians;

(4) A wholesale or retail druggist, for resale in accordance with this paragraph (k) only.

(5) A manufacturer of any rubbing alcohol compound or preparation or a packager or bottler of any such compound or preparation, for resale in accordance with this paragraph (k) only.

(P.D. Reg. 1, as amended, 6 F.R. 6680; W.P.B. Reg. 1, 7 F.R. 561; E.O. 9024, 7 F.R. 329; E.O. 9040, 7 F.R. 527; E.O. 9125, 7 F.R. 2719; sec. 2 (a), Pub. Law 671, 76th Cong., as amended by Pub. Laws 89 and 507, 77th Cong.)

Issued this 11th day of November 1942.

ERNEST KANZLER,

Director General for Operations.

[F.R. Doc. 42-11764; Filed, November 11, 1942; 10:31 a. m.]

#### PART 984—LEAD

[Amendment 2 to Conservation Order M-38-c<sup>1</sup>]

Section 984.4 Conservation Order M-38-c as heretofore amended, is hereby further amended as follows:

1. Paragraph (b) of said section is hereby amended so as to read:

(b) *Limitation on all other uses of lead.* From and after October 1, 1942, no person shall use during any calendar quarter in the manufacture of any product which is not prohibited by paragraph (a) of this order more lead or lead base alloy than 90% of the quantity of lead or lead base alloy that he used in the manufacture of such product during the base period. If any person did not use lead or lead base alloy during the base period in the manufacture of any product not prohibited by paragraph (a), he may use in the manufacture of such product such quantity of lead or lead base alloy as the Director General for Operations may authorize pursuant to an appeal under paragraph (f) (2) of this order.

2. List "A" of said section is hereby amended as follows:

By striking out the item "Blocks for cutting leather."

By changing the heading "Building Supplies (except as required in latest Defense Housing Critical List)" to read "Building Supplies (except as permitted in latest War Housing Critical List)."

By changing the item "flashings, more than 2½ lbs. hard lead" to read "flashings over 2½ lbs. per sq. ft. hard lead or 4 lbs. per sq. ft. soft lead."

By changing the item "sheets under tile flooring" to read "sheets under flooring except those not over 2½ lbs. per sq. ft. hard lead or 4 lbs. per sq. ft. soft lead for water proofing."

<sup>1</sup> 7 F.R. 219, 2629.

By changing the item "shower pans over 4 lbs. per sq. ft." to read "shower pans, over 2½ lbs. per sq. ft. hard lead or 4 lbs. per sq. ft. soft lead."

By adding to the item "caskets and casket hardware" the words "except name plates manufactured from secondary antimonial lead weighing not more than 14 ounces."

3. List "B" of § 984.4 is hereby amended by adding thereto the following items:

Building supplies as follows:

Bends

Calking lead

Closet floor flanges (hard lead only)

Flashings up to and including 2½ lbs. per sq. ft. hard lead or 4 lbs. per sq. ft. soft lead

Pipe

Sheets 2½ lbs. per sq. ft. and under

hard lead or 4 lbs. per sq. ft. and

under soft lead for water proofing

Shower pans 2½ lbs. per sq. ft. and under hard lead or 4 lbs. per sq. ft. and under soft lead

Traps

Foil for:

Babbitt for the preparation of industrial metallic packing.

Packaging cheese, yeast, dehydrated hydroscopic foods and medicinal and pharmaceutical products.

Wrapping lead sheathed cable.

Gaskets

Identification and instruction plates of secondary antimonial lead for industrial machinery and equipment.

(P.D. Reg. 1, as amended, 6 F.R. 6680; W.P.B. Reg. 1, 7 F.R. 561; E.O. 9024, 7 F.R. 329; E.O. 9040, 7 F.R. 527; E.O. 9125, 7 F.R. 2719; sec. 2 (a), Pub. Law 671, 76th Cong., as amended by Pub. Laws 89 and 507, 77th Cong.)

Issued this 11th day of November 1942.

ERNEST KANZLER,

Director General for Operations.

[F.R. Doc. 42-11747; Filed, November 11, 1942; 10:31 a. m.]

#### PART 1112—OFFICE MACHINERY

[General Limitation Order L-54-c, as Amended November 11, 1942]

Section 1112.4 General Limitation Order L-54-c, is hereby amended to read as follows:

§ 1112.4 General Limitation Order L-54-c—(a) *Definitions.* For the purposes of this order:

(1) "Office machinery" means machinery, including attachments thereto, of the types listed on Lists A, B, C, or D attached to this order as amended from time to time.

(2) "New" office machinery means office machinery which has not been delivered to any person acquiring it for use. The term shall not describe any machine which has been delivered for trial, loan, rental or demonstration at any time prior to March 14, 1942. "Used" office machinery means office machinery other than new office machinery.

(3) "Restricted office machinery" means:

(i) Any new office machinery listed on Lists A, B, and C.

(ii) Any new machines and collateral equipment intended for use for dictating purposes.

(iii) Any used office machinery listed on Lists A, B, and C which on November 11, 1942 is in, or which thereafter comes into, the possession of its manufacturer for any purpose other than mere repair or reconditioning, and the manufacture of which was completed after December 31, 1940, and

(iv) Any used punched card tabulating machinery which on November 11, 1942 is in, or which thereafter comes into, the possession of its manufacturer for any purpose other than mere repair or reconditioning, regardless of its age.

(4) "Manufacturer" means any person manufacturing new office machinery or sets of parts, to the extent that he is engaged in such manufacture, and shall include majority-owned sales, distribution, and manufacturing subsidiaries.

(5) "Dealer" means any wholesaler, retailer or other distributor of restricted office machinery other than a sales or distribution subsidiary of a manufacturer, and shall include any person, firm or corporation normally receiving restricted office machinery on consignment.

(6) "Delivery" includes any physical transfer of restricted office machinery, and includes transfers for trial, loan, rental, demonstration or other use; but the terms shall not include the transfer to the consignee, designated on the shipping documents, of any new restricted office machinery actually in transit on June 1, 1942, or of any other restricted office machinery actually in transit on November 11, 1942.

(7) "Army or Navy of the United States" and "Maritime Commission" include the War Department, the Navy Department, and the Maritime Commission, respectively, but shall not include any privately operated plant, shipyard, training school, or other enterprise controlled or financed by the Army or Navy of the United States, the Maritime Commission, or any other agency of the United States Government, nor any plant or shipyard privately operated on a cost-plus-fixed-fee basis under the control or direction of the Army or Navy of the United States, the Maritime Commission, or any other agency of the United States Government.

(8) "Lend-Lease purchaser" means any person requesting authorization to receive delivery of restricted office machinery for export to any country, the government of which is entitled to the benefits of the Act of March 11, 1941, entitled "An Act to Promote the Defense of the United States."

(9) "Sets of parts" means parts for office machinery produced at plants in the United States for shipment to foreign countries for assembly into new office machinery of the types listed on Lists A, B, and C.

(b) *Restrictions on production.*—(1) List A and List B quotas. No manufacturer of any kind of new office machinery listed on List A or List B or of sets of



parts for such kinds of machinery shall manufacture any such machinery or sets of parts in excess of the sum of the quotas established by paragraphs (b) (1) (i) and (b) (1) (ii) of this order.

(i) *1942 quotas.* Between June 1, 1942, and December 31, 1942, inclusive, a manufacturer of new office machinery of any kind listed on List A or List B, or of sets of parts for such kind of machinery, may manufacture a total dollar value of new office machinery of such kind (including sets of parts, but excluding special machines to be delivered under paragraph (c) (3) of this order and machines to be delivered free of restrictions pursuant to an election under paragraph (e) (1) (iv) of the original order L-54-c) equal to seven (7) times the percentage specified in Column I of List A or List B of the average monthly dollar value during the calendar year 1941 of the new office machinery of such kind billed to customers by such manufacturer plus the new office machinery of such kind exported in the form of sets of parts.

(ii) *1943 quotas.* Between January 1, 1943 and December 31, 1943, inclusive, a manufacturer of new office machinery of any kind listed on List A or List B, or of sets of parts for such kind of machinery, may manufacture a total dollar value of new office machinery of such kind (including sets of parts, but excluding special machines to be delivered under paragraph (c) (3) of this order and machines to be delivered free of restrictions pursuant to an election under paragraph (e) (1) (iv) of the original order L-54-c) equal to the percentage specified in Column II of List A or List B of the total dollar value of the new office machinery of such kind billed to customers by such manufacturer during the calendar year 1941 plus the new office machinery of such kind exported in the form of sets of parts during the calendar year 1941.

(iii) *Basis of leased machinery.* Any manufacturer whose customary practice has been to lease substantially all of any particular kind of new office machinery shall base his production quota of such kind of new office machinery upon the aggregate of the average monthly number of new units assembled and sets of parts exported during the calendar year 1941. The number of sets of parts exported in 1941 shall be considered as equal to the number of units into which such sets of parts were ultimately assembled.

(iv) *Valuation of production.* The dollar value of assembled new office machinery billed during the calendar year 1941 by the manufacturer to either domestic or foreign customers, and the dollar value of assembled new office machinery manufactured after June 1, 1942, shall be based upon the retail list price of such machinery to domestic customers. The dollar value of sets of parts shall be based upon the retail list price of the same kind of machinery, when assembled, to domestic customers. The number of sets of parts exported shall be considered as equal to the number of units into which such sets of parts were ultimately assembled.

(2) *Further restrictions on List A production.* (i) No manufacturer shall

commence fabrication, or cause fabrication to be commenced, of any material for parts, or contract to purchase parts, for the assembly of any new office machinery listed on List A other than the machinery which he is allowed to produce under the terms of this order.

(ii) After December 31, 1942, no manufacturer shall fabricate, cause to be fabricated, or contract to purchase, parts for the assembly of new office machinery listed on List A.

(iii) After December 31, 1943, no manufacturer shall assemble any of the kinds of new office machinery listed on List A.

(3) *Further restrictions on List B production.* (i) No manufacturer shall commence fabrication, or cause fabrication to be commenced, of any material for parts, or contract to purchase parts, for the assembly of any new office machinery listed on List B other than the machinery which he is allowed to produce under the terms of this order.

(ii) After December 31, 1942, no manufacturer shall fabricate, cause to be fabricated, or contract to purchase, more than 25% of the parts required for the assembly of the new office machinery listed on List B (except calculating and computing machines) which he is permitted to manufacture during the entire period from June 1, 1942, to December 31, 1943.

(iii) After March 31, 1943, no manufacturer shall fabricate, cause to be fabricated or contract to purchase, parts for the assembly of new calculating or computing machines.

(4) *Restrictions on List C production.*

(i) No manufacturer shall manufacture any new office machinery listed on List C or sets of parts therefor, except machines to fill orders approved under paragraphs (c) (2) through (c) (5) inclusive of this order, to fill orders of the Army or Navy of the United States or of the Maritime Commission which were actually on hand on November 11, 1942, and to maintain the minimum practicable working inventory under the circumstances.

(ii) No manufacturer shall commence fabrication, or cause fabrication to be commenced, of any material for parts, or contract to purchase parts, for the assembly of any new office machinery listed on List C other than the machinery which he is allowed to produce under the terms of this order.

(5) *Restrictions on List D production.* No manufacturer shall fabricate, cause to be fabricated, or contract to purchase, parts for the assembly of any new office machinery listed on List D. No manufacturer shall assemble any new office machinery listed on List D.

(6) *Repair and service parts.* The restrictions upon the manufacture of new office machinery contained in this paragraph (b) shall not apply to the manufacture of parts to be used to service or repair any kind of office machinery listed on Lists A, B, C, and D.

(7) *Discontinued new office machinery.* No manufacturer shall fabricate parts for any new office machinery or assemble any new office machinery of any kind which he elected to deliver free

of all restrictions pursuant to paragraph (e) (1) (iv) of the original order L-54-c.

(c) *Restrictions on delivery—(1) General restrictions.* Regardless of the terms of any contract of sale or purchase, or other commitment, or of any preference rating, or any blanket preference rating order, no manufacturer or dealer shall deliver any restricted office machinery except as provided in paragraphs (c) (2) to (c) (7) inclusive of this order other than machines which may be delivered free of restrictions pursuant to an election under paragraph (e) (1) (iv) of the original order L-54-c.

(2) *Back orders.* A manufacturer or dealer may deliver restricted office machinery to fill orders of the Army or Navy of the United States which were actually on hand on June 1, 1942.

(3) *Special orders.* Manufacturers or dealers may apply for authorization to deliver special restricted office machinery which, on June 1, 1942, was assembled, or in the process of fabrication and assembly, but which could not otherwise be delivered under the terms of this order. Such application may be made by filing with the War Production Board, in triplicate, plainly marked "Ref: L-54-c", a letter containing a list of all such orders, together with such information as will support the representation of the manufacturer or dealer that the machinery is special. As used in this paragraph, a "special" machine is a machine built to special specification for a customer, with features which render it unusable except by a small class of persons similarly situated.

(4) *Future orders of the Army, Navy and Maritime Commission.* From time to time, the Director General for Operations will notify manufacturers and dealers, on Form PD-423, of quantities of restricted office machinery which may be delivered without further authorization for the use of the Army or Navy of the United States, or the Maritime Commission, in preference to any other deliveries except when specifically instructed otherwise by the Director General for Operations. Manufacturers and dealers may not deliver restricted office machinery on preference rating certificates PD-3 and PD-3a, except to fill back orders of the Army or Navy of the United States pursuant to paragraph (c) (2) of this order.

(5) *Future orders of other persons.*

(i) Except as provided in paragraphs (c) (2), (c) (3), (c) (4), and (c) (7) of this order, no manufacturer or dealer shall deliver any restricted office machinery to fill any order unless the order is accompanied by a preference rating certificate PD-1A issued after May 31, 1942 and prior to December 1, 1942, or by an authorization to deliver the machinery on a Form PD-688 signed by the Director General for Operations, surrendered to the manufacturer or dealer. Such preference rating certificate PD-1A, or Form PD-688, may be used to secure restricted office machinery only by the person to whom it was directly issued and only when such office machinery is expressly specified on the certificate.



(ii) Persons entitled to restricted office machinery by virtue of a preference rating certificate PD-1A who do not surrender such certificate, but retain the same, as permitted by Priorities Regulation No. 3, as amended from time to time, shall, in addition to furnishing the endorsement required by such Priorities Regulation No. 3, certify to the manufacturer or dealer from whom the machinery is to be acquired that the certificate was originally issued to such person and that the machinery was expressly specified on the certificate.

(iii) Except when specifically instructed otherwise by the Director General for Operations, the sequence of deliveries of machines authorized on PD-688 certificates shall be determined by the delivery dates specified in the respective certificates. In any case where delivery dates are the same, or it is impossible to make all deliveries on schedule, the sequence of deliveries shall be determined by the respective dates on which the PD-688 certificates were received by the supplier named in such certificates.

(6) *Intracompany Deliveries.* Without further authorization, a manufacturer may for the purpose of redelivery, but not for use, deliver restricted office machinery from one branch, division or section of his enterprise, including majority-owned sales, distribution and manufacturing subsidiaries, to another branch, division or section of the same enterprise, including majority-owned sales, distribution and manufacturing subsidiaries, except that he may not deliver to a subsidiary, branch, or other outlet located outside of the United States, its territories, and possessions.

(7) *Delivery to dealers and returns to manufacturers.* Without further authorization, dealers may return restricted office machinery to any manufacturer willing to accept the same and manufacturers may accept all such restricted office machinery from dealers. Without further authorization, manufacturers or dealers may deliver restricted office machinery to dealers in the following instances only:

(i) To fill an order, authorized by the terms of the original order L-54-c or this order L-54-c as amended, already received by such dealer, or to replace restricted office machinery delivered by such a dealer from his inventory to fill an order authorized by the terms of the original order L-54-c or this order L-54-c as amended. In either case, such dealer shall furnish to the manufacturer or to the other dealer a photostat or certified copy of the PD-1A, PD-688, or other authorized basis for delivery of restricted office machinery. Reproduction of any PD-1A, PD-688, or any other document for such purpose is hereby permitted.

(ii) To store or display such restricted office machinery on the dealer's premises in the United States, its territories and possessions, provided that the restricted office machinery so stored or displayed is in the absolute control and ownership of the manufacturer or delivering dealer and may be removed, transferred or shipped by such manufacturer or de-

livering dealer at any time in his discretion.

(8) *Deliveries under General Conservation Order L-148.* The issuance of an authorization on Form PD-423 or on Form PD-688 to deliver a time stamp machine, a time recording machine, or collateral equipment shall constitute a preference rating of A-7 or higher within the meaning of § 1095.4, General Conservation Order L-148, for the particular items authorized to be delivered.

(d) *Special procedures and information.* (1) Private contractors engaged in construction work for the Army, Navy, Maritime Commission or Defense Plant Corporation and private operators of any plant, shipyard, training school or other enterprise controlled or financed, on a cost-plus-fixed-fee basis or otherwise, by the Army or Navy of the United States, the Maritime Commission or any other agency of the United States Government shall, when requesting restricted office machinery on Form PD-688, furnish a certification by the Government inspector assigned to the project (1) that no Government equipment is available for use in lieu of the equipment requested, (2) that the contractor or operator has no equipment available from any other source for use in lieu of the equipment requested, and (3) that the equipment requested is to be used exclusively by the contractor's or operator's private personnel for the duration of the project on work which the contractor is required to perform under the terms of his contract.

(2) Lend-Lease purchasers shall accompany their applications on Form PD-688 with a formal recommendation by the Lend-Lease Administration that such request be granted.

(3) Any person, other than the Army or Navy of the United States, the Maritime Commission, or any Lend-Lease purchaser, desiring to acquire restricted office machinery for export from the United States, except to Canada, must first apply to the Office of Export Control, Board of Economic Warfare, Washington, D. C., for an Export License, accompanying such application with an application on Form PD-688 for permission to receive delivery. If the Office of Export Control decides that an Export License should be issued to the applicant, a statement of such decision, together with the application on Form PD-688 and a formal recommendation that the application be granted, is to be forwarded to the War Production Board.

(e) *Sets of parts.* No person shall deliver any sets of parts for export from the United States unless the Director General for Operations has authorized such delivery on Form PD-423. Any person desiring to deliver sets of parts for export shall apply by letter to the War Production Board, enclosing with his application a Form PD-423 duly prepared for authorization. He shall state in his application the number of units of machinery which may be assembled from such sets of parts, the model numbers of such machines, and the equivalent retail price of similar completed machines when sold in the United States. The

authorization to produce sets of parts given by paragraph (b) of this order and the authorization to deliver sets of parts for export given by the Director General for Operations on Form PD-423 shall not be construed to authorize the exportation of such sets of parts unless an export license can be secured. No manufacturer so producing and delivering sets of parts for export shall directly or indirectly import any new office machinery of the kinds listed on List A, List B, or List C into the United States.

(f) *Restrictions on types, styles, models, specifications, and use of materials—*

(1) *Elimination of models.* The Director General for Operations may, from time to time, order the cessation of production or delivery of any model, style, or type of office machinery, including attachments or repair parts thereof.

(2) *Issuance of schedules.* The Director General for Operations may, from time to time, issue schedules establishing simplified practices with respect to the types, sizes, forms, materials, or specifications of office machinery. After the effective date of any such schedule, no office machinery shall be fabricated or assembled, except such as conforms to the issued schedule and except as specifically permitted by such schedule.

(3) *Elimination of motor driven machines.* (i) On and after November 1, 1942, no manufacturer of new duplicating machines of the spirit, gelatin, or stencil types shall incorporate electric motors in more than 20 percent of the aggregate number of duplicating machines of those kinds that he is permitted to produce under his quotas. The incorporation of electric motors in other types of duplicating machines by their manufacturers shall be discontinued except for those styles of machines where motors are essential to their operation.

(ii) No manufacturer of adding machines shall incorporate any electric motor in a new adding machine except a machine for the assembly of which all the necessary parts, including motors not useful for any other purpose, were available or in process on September 8, 1942.

(g) *Applicability of Priorities Regulations.* This order and all transactions affected thereby are subject to all applicable provisions of the Priorities Regulations of the War Production Board as amended from time to time.

(h) *Appeals.* Any appeal from the provisions of this order shall be made by filing a letter in triplicate, referring to the particular provision appealed from and stating fully the grounds of the appeal.

(i) *Records.* All manufacturers and dealers affected by this order shall keep and preserve for not less than two years accurate and complete records concerning inventory, production and sales of restricted office machinery, and shall, upon request, make such records available for audit and inspection by duly authorized representatives of the War Production Board.

(j) *Reports.* All persons affected by this order shall execute and file with the War Production Board such reports and



answers to questionnaires as the War Production Board shall from time to time request.

(k) *Violations.* Any person who willfully violates any provision of this order, or who willfully furnishes false information to the Director General for Operations in connection with this order is guilty of a crime and upon conviction may be punished by fine or imprisonment. In addition, any such person may be prohibited from making or obtaining further deliveries of, or from processing or using materials under priority control and may be deprived of priorities assistance by the Director General for Operations.

(l) *Communications to War Production Board.* All reports required to be filed hereunder, all communications concerning this order, and all applications shall, unless otherwise directed, be addressed to: War Production Board, Services Branch, Washington, D. C.; Ref: L-54-c.

(P.D. Reg. 1, as amended, 6 F.R. 6680; W.P.B. Reg. 1, 7 F.R. 561; E.O. 9024, 7 F.R. 329; E.O. 9040, 7 F.R. 527; E.O. 9125, 7 F.R. 2719; sec. 2(a), Pub. Law 671, 76th Cong., as amended by Pub. Laws 89 and 507, 77th Cong.)

Issued this 11th day of November 1942.

ERNEST KANZLER,  
Director General for Operations.

## LIST A

	I	II
1. Adding machines.....	55%	12%
2. Microfilm machines designed for office functions.....	50%	10%
3. Shorthand writing machines.....	70%	10%
4. Time stamp machines and collateral equipment.....	100%	42%

## LIST B

1. Accounting machines, book-keeping machines, and billing machines (accounting principle). Also continuous forms handling machines typewriter principle, having carbon paper handling devices constructed as an integral part of the machine, and collateral equipment, except autographic registers.....	91%	30%
2. Addressing machines, including but not limited to embossing machines for plates, and stencil-cutting machines embodying typewriter principle.....	88%	42%
3. Calculating and computing machines.....	91%	23%
4. Duplicating machines, including but not limited to ink ribbon, gelatin, offset, spirit, stencil and reproducing typewriter principle machines.....	100%	48%
5. Office composing machines (changeable type, changeable horizontal and vertical spacing, uniform impression).....	100%	100%
6. Punched card tabulating and accounting machines and collateral equipment.....	100%	25%
7. Time recording machines and collateral equipment, except watchmen's clocks.....	100%	64%

No. 223—6

## LIST C

1. Dictating types of machines embodying amplifiers and other facilities for recording telephone conversations, conferences, and wireless messages, with near and far voice control
2. Payroll denominating machines

## LIST D

1. Autographic registers.
2. Cash (registering) machines.
3. Change making machines.
4. Check cancelling machines.
5. Check cutting machines.
6. Check dating machines.
7. Check endorsing machines.
8. Check numbering machines.
9. Check perforating machines.
10. Check protecting machines.
11. Check signing machines.
12. Check sorting machines.
13. Check writing machines.
14. Coin counting machines.
15. Coin sorting machines.
16. Coin wrapping machines.
17. Machines and collateral equipment intended for use for dictating purposes.
18. Envelope contents folding machines.
19. Envelope handling machines.
20. Envelope mailing machines.
21. Envelope opening machines.
22. Envelope sealing machines.
23. Envelope stuffing machines.
24. Mail room folding machines.
25. Postal permit mailing machines.
26. Stamp affixing machines.

[F. R. Doc. 42-11748; Filed, November 11, 1942; 10:31 a. m.]

## PART 1131—ROUGH DIAMONDS

[Amendment 2 of General Preference Order M-109<sup>1</sup>]

Section 1131.1 *General Preference Order M-109* is hereby amended as follows:

1. By changing paragraph (c) to read as follows:

(c) *Reports of stocks and inventories.* Every person who, on the 31st day of March, 1942, or on the last day of any calendar quarter thereafter, has title to, or possession or control of, ten (10) or more carats of rough diamonds, including rough diamonds incorporated in any unused tool or other device, shall, on or before the close of business on the 15th day of the succeeding month, report to the War Production Board in duplicate on Form PD-376 the quantity and description of rough diamonds owned by him or in his possession or control, the business in which he is engaged, the name of any other person having any interest in such rough diamonds, and such other information as may be required; *Provided, however,* That any person, other than a manufacturer of grinding wheels, who has title to, or possession or control of, any unused grinding wheel in which rough diamonds are incorporated, shall report on Form PD-376, in lieu of the quantity and description of rough diamonds incorporated in such grinding wheel, the name of the manufacturer of the wheel, a description of the model or type of wheel, and the manufacturer's number for such wheel, if any.

<sup>1</sup> 7 F.R. 2389, 2789.

2. By relettering paragraphs (g), (h), (i), and (j) as paragraphs (h), (i), (j) and (k) respectively, and inserting a new paragraph (g) to read as follows:

(g) *Restrictions upon sales or transfers of rough diamonds.* From and after November 11, 1942, no person shall sell or transfer rough diamonds not incorporated in a tool or other device, and no person shall purchase or accept a transfer of rough diamonds not incorporated in a tool or other device, unless:

(1) The sales or transfers aggregate fifty (50) carats or less of crushing bortz or five (5) carats or less of other rough diamonds to a single customer in a single calendar month: *Provided, however,* That all such sales or transfers shall be reported on Form PD-378 in accordance with paragraph (f); or

(2) The sales or transfers are to fill orders bearing a preference rating of A-1-j or higher: *Provided, however,* That all such sales or transfers shall be reported on Form PD-377 in accordance with paragraph (d), giving in each case, in addition to all other information required by such form, the preference rating of the order pursuant to which the sales or transfers were made; or

(3) The sales or transfers are specifically authorized by the Director General for Operations in accordance with the following procedure:

When the sale or transfer has been negotiated, the seller or transferor shall immediately package and seal the diamonds and shall hold them subject to authorization or disapproval of the transaction by the Director General for Operations; and seller and purchaser shall immediately apply to the Director General for Operations for authorization to make the sale or transfer, upon Form PD-377, plainly marked "Application" for this purpose, giving all the information required by such form. This application shall be executed by both the seller and the purchaser and shall be filed with the War Production Board, Chanin Building, New York, New York, Ref: M-109, in quadruplicate. If the seller has not received express authorization or disapproval of the transaction from the Director General for Operations within a period of 10 days from the date of filing the application with the War Production Board, the application shall be considered as having been disapproved. Sales or transfers made pursuant to express authorization in accordance with the provisions of this paragraph (g) (3) shall be considered as having been duly reported for the purposes of paragraph (d).

The restrictions of this paragraph (g) shall apply to sales or transfers for export as well as to domestic transactions.

(P.D. Reg. 1, as amended, 6 F.R. 6680; W.P.B. Reg. 1, 7 F.R. 561; E.O. 9024, 7 F.R. 329; E.O. 9040, 7 F.R. 527; E.O. 9125, 7 F.R. 2719; sec. 2 (a), Pub. Law 671, 76th Cong., as amended by Pub. Laws 89 and 507, 77th Cong.)

Issued this 11th day of November 1942.

ERNEST KANZLER,  
Director General for Operations.

[F. R. Doc. 42-11749; Filed, November 11, 1942; 10:31 a. m.]



## PART 3038—DRIED FRUIT

[Amendment 1 to Conservation Order M-205]

Section 3038.1 *Conservation Order M-205* is hereby amended in the following respects:

1. Subparagraphs (a) (3) and (a) (4) are amended to read as follows:

(3) "Processing" shall mean grading, sizing, stemming, seeding, or treating dried fruit by the use of hot water, steam, chemicals or compressed or hot air; or cutting fresh apples acquired for the production of dried apples.

(4) "Government agency" shall mean the Army of the United States, the Agricultural Marketing Administration, and any other officer, board, agency, commission, or government-owned or government-controlled corporation of the United States specifically designated by the Director General for Operations.

2. Subparagraph (b) (1) is amended to read as follows:

(1) Each packer shall, without regard to previously existing contracts, set aside to be delivered for the requirements of government agencies, any dried fruit, and any fresh fruit acquired for the production of dried fruit, which were in his possession, under his control or under contract on August 10, 1942, or were acquired by him within one year thereafter. All such fruit so set aside may be delivered to the Army of the United States or the Agricultural Marketing Administration without specific allocation; to any other government agency if specifically allocated to such agency, and to any private purchaser if released. Such fruit shall not be processed and packed without instructions which may be given by the Director General for Operations, by the Army of the United States, or by the Agricultural Marketing Administration, if such fruit is to be purchased by either of such agencies; or, if such fruit is specifically allocated to any other agency, instructions may be given by the agency to which it is allocated. The Director General for Operations may issue specifications at any time as to processing, packing, labeling, boxing and strapping.

3. Subparagraph (b) (3) is deleted, and subparagraphs (b) (4) and (b) (5) are renumbered as (b) (3) and (b) (4) respectively.

(P.D. Reg. 1, as amended, 6 F.R. 6680; W.P.B. Reg. 1, 7 F.R. 561; E.O. 9024, 7 F.R. 329; E.O. 9040, 7 F.R. 527; E.O. 9125, 7 F.R. 2719; sec. 2(a), Pub. Law 671, 76th Cong., as amended by Pub. Laws 89 and 507, 77th Cong.)

Issued this 11th day of November 1942.

ERNEST KANZLER,  
Director General for Operations.

[F. R. Doc. 42-11750; Filed, November 11, 1942;  
10:31 a. m.]

## PART 1010—SUSPENSION ORDERS

[Suspension Order S-139]

E. B. AND A. C. WHITING COMPANY

E. B. and A. C. Whiting Company, Burlington, Vermont, manufactures fibers for brushes from imported istle. Sub-

sequent to March 14, 1942, the Company contracted or arranged to import 39 carloads of raw istle into the United States from Mexico without written authorization from the Director of Industry Operations. Between May 9 and July 20, 1942, 35 of these carloads of istle were actually imported into the United States. This constituted a violation of General Imports Order M-63 as amended March 14, 1942, and such contracts as were made subsequent to May 9, 1942, also constituted a violation of Conservation Order M-138.

These violations of War Production Board orders have hampered and impeded the war effort of the United States. In view of the foregoing, *It is hereby ordered, That:*

§ 1010.139 *Suspension Order S-139.*

(a) E. B. and A. C. Whiting Company, Burlington, Vermont, shall not purchase for import, import, offer to purchase for import, receive, or offer to receive on consignment for import or make any contract or other arrangement for the importing of any raw istle.

(b) No application filed by E. B. and A. C. Whiting Company for authorization to purchase for import, import, offer to purchase for import, receive or offer to receive on consignment for import or make any contract or other arrangement for the importing of any raw istle shall be granted.

(c) Nothing contained in this order shall be deemed to relieve E. B. and A. C. Whiting Company from any restriction, prohibition, or provisions contained in any other order or regulation of the Director of Industry Operations or the Director General for Operations, except in so far as the same may be inconsistent with the provisions hereof.

(d) This order shall take effect on November 13, 1942, and shall expire on April 15, 1943.

(P.D. Reg. 1, as amended, 6 F.R. 6680; W.P.B. Reg. 1, 7 F.R. 561; E.O. 9024, 7 F.R. 329; E.O. 9040, 7 F.R. 527; E.O. 9125, 7 F.R. 2719; sec. 2 (a), Pub. Law 671, 76th Cong., as amended by Pub. Laws 89 and 507, 77th Cong.)

Issued this 11th day of November 1942.

ERNEST KANZLER,  
Director General for Operations.

[F. R. Doc. 42-11803; Filed, November 11, 1942;  
2:16 p. m.]

## PART 1010—SUSPENSION ORDERS

[Suspension Order S-140]

EMPIRE STATE MAT CO., INC.

Empire State Mat Company, Inc., a New York corporation, of Brooklyn, New York, is a manufacturer of rubber mats. Amendment No. 6 to Supplementary Order M-15-b prohibited the consumption of scrap rubber in the manufacture of rubber mats, among other items, except to fill war orders, as defined therein. Despite the fact that the Company knew that restrictions had been placed upon the use of scrap rubber, it violated Supplementary Order M-15-b by consuming sufficient scrap rubber to manufacture approximately 6,996 rubber mats

for civilian use during the period of April 1 through June 8, 1942. During the period of June 9 through July 13, 1942, despite the fact that the Company was familiar with the specific restrictions of Amendment No. 6 to Supplementary Order M-15-b, it consumed sufficient scrap rubber to manufacture approximately 3,456 rubber mats for civilian use in wilful violation of the order. The Company also committed wilful violations of Supplementary Order M-15-b by purchasing approximately 7,236 used tires for the manufacture of rubber mats for civilian use, during the period of April 1 through July 13, 1942.

On or about January 19, 1942, the Company placed an order for certain rubber tubing with its supplier and applied a preference rating of A-10 thereto, certifying that the tubing was destined for material manufactured for institutional and governmental use. This was a false certification made in violation of Priorities Regulation No. 1, since at the time the Company placed this rated order it had received no orders from institutions or governmental agencies nor did it thereafter receive any such orders requiring the use of rubber tubing.

These violations of Supplementary Order M-15-b and of Priorities Regulation No. 1 have impeded and hampered the war effort of the United States by diverting scrap rubber to uses unauthorized by the War Production Board. In view of the foregoing, *It is hereby ordered, That:*

§ 1010.140 *Suspension Order S-140.*

(a) Empire State Mat Company, Inc., its successors and assigns, shall accept no deliveries from any source of rubber, scrap rubber, or reclaimed rubber, as defined in Supplementary Order M-15-b, except as specifically authorized by the Director General for Operations.

(b) Empire State Mat Company, Inc., its successors and assigns, shall not consume, fabricate, process, or in any way use any rubber, scrap rubber, or reclaimed rubber, as defined in Supplementary Order M-15-b, except as specifically authorized by the Director General for Operations.

(c) Empire State Mat Company, Inc., its successors and assigns, shall make no deliveries of rubber, scrap rubber, or reclaimed rubber, as defined in Supplementary Order M-15-b, except as specifically authorized by the Director General for Operations.

(d) Nothing contained herein shall be deemed to relieve Empire State Mat Company, Inc., its successors and assigns, from any restriction, prohibition, or provision contained in any other order or regulation of the Director General for Operations, except in so far as the same may be inconsistent with the provisions hereof.

(e) This order shall take effect on November 12, 1942, and shall remain in effect until six months after the termination of the present war.

(P.D. Reg. 1, as amended, 6 F.R. 6680; W.P.B. Reg. 1, 7 F.R. 561; E.O. 9024, 7 F.R. 329; E.O. 9040, 7 F.R. 527; E.O. 9125, 7 F.R. 2719; sec. 2 (a), Pub. Law 671,



76th Cong., as amended by Pub. Laws 89 and 507, 77th Cong.)

Issued this 11th day of November 1942.

ERNEST KANZLER,  
Director General for Operations.

[F. R. Doc. 42-11804; Filed, November 11, 1942;  
2:16 p. m.]

#### PART 1010—SUSPENSION ORDERS

[Suspension Order S-143]

REJA, INC.

Reja, Inc., New York, New York, is a manufacturer of costume jewelry. Although the Company was aware of the fact that Conservation Order M-43-a, as issued December 31, 1941, restricted the use of tin in the manufacture of costume jewelry during the first quarter of 1942 to 50 per cent of the quantity of tin used for this purpose during the corresponding period of 1940, the Company, in the first quarter of 1942, used quantities of tin in the manufacture of costume jewelry in excess of 150 per cent of the amount of tin used by it for such purpose during the corresponding period of 1940. This constituted a violation of M-43-a and of Amendment No. 1 thereto.

These violations of Conservation Order M-43-a have impeded and hampered the war effort of the United States by diverting tin to uses not authorized by the War Production Board. In view of the foregoing facts, *It is hereby ordered, That:*

§ 1010.143 *Suspension Order No. S-143.* (a) Deliveries of material to Reja, Inc., its successors and assigns, shall not be accorded priority over deliveries under any other contract or order, and no preference rating shall be assigned or applied to such deliveries by means of preference rating certificates, preference rating orders, general preference orders, or any other orders or regulations of the Director of Industry Operations or the Director General for Operations, except as specifically authorized by the Director General for Operations.

(b) No allocation shall be made to Reja, Inc., its successors and assigns, of any material the supply or distribution of which is governed by any order of the Director of Industry Operations or the Director General for Operations, except as specifically authorized by the Director General for Operations.

(c) Nothing contained herein shall be deemed to relieve Reja, Inc., from any restriction, prohibition or provision contained in any other order or regulation of the Director of Industry Operations or the Director General for Operations, except in so far as the same may be inconsistent with the provisions hereof.

(d) This order shall take effect November 12, 1942, and shall expire May 12, 1943, at which time the restrictions contained in this order shall be of no further effect.

(P.D. Reg. 1, as amended, 6 F.R. 6680; W.P.B. Reg. 1, 7 F.R. 561; E.O. 9024, 7 F.R. 329; E.O. 9040, 7 F.R. 527; E.O. 9125, 7 F.R. 2719; sec. 2 (a), Pub. Law

671, 76th Cong., as amended by Pub. Laws 89 and 507, 77th Cong.)

Issued this 11th day of November 1942.

ERNEST KANZLER,  
Director General for Operations.

[F. R. Doc. 42-11802; Filed, November 11, 1942;  
2:16 p. m.]

#### PART 1012—DOMESTIC VACUUM CLEANERS

[Interpretation 1 to Supplementary General Limitation Order L-18-c]

The following interpretation is hereby issued by the Director General for Operations with respect to § 1012.4, *Supplementary General Limitation Order L-18-c*, dated October 24, 1942:

Supplementary Limitation Order L-18-c restricts all "transfers" of new domestic vacuum cleaners. A transfer is stated in paragraph (a) (6) not to include "any delivery to or by a carrier . . ."

A question has arisen as to the meaning of the phrase "to or by a carrier". This phrase is merely intended to make it clear that in carrying out the transfers permitted in paragraph (b) of that order a carrier may be freely employed. Such transfers are considered "transfers" from the shipper to the consignee and do not involve "transfers" to or by a carrier. Whether a transfer is prohibited or permitted under the order depends solely upon the relationship between the seller or other shipper and the buyer or other receiver. It makes no difference whether a carrier is or is not employed. Obviously, therefore, a transfer of a new domestic vacuum cleaner to a carrier for the carrier's own use is not exempt from the restrictions of the order, nor is a transfer to an unauthorized transferee permitted merely because a carrier is employed. A carrier, however, in accepting any new domestic vacuum cleaners for shipment is under no obligation to make sure that the vacuum cleaners are being shipped to an authorized transferee.

(P.D. Reg. 1, as amended, 6 F.R. 6680; W.P.B. Reg. 1, 7 F.R. 561; E.O. 9024, 7 F.R. 329; E.O. 9040, 7 F.R. 527; E.O. 9125, 7 F.R. 2719; sec. 2 (a), Pub. Law 671, 76th Cong., as amended by Pub. Laws 89 and 507, 77th Cong.)

Issued this 12th day of November 1942.

ERNEST KANZLER,  
Director General for Operations.

[F. R. Doc. 42-11833; Filed, November 12, 1942;  
10:59 a. m.]

#### PART 1056—NATURAL GAS

[Limitation Order L-31, as Amended November 12, 1942]

Limitation Order L-31<sup>1</sup> (§ 1056.1) is hereby amended to read as follows:

§ 1056.1 *General Limitation Order L-31—(a) Definitions.* For the purposes of this order:

(1) "Person" means any individual, partnership, association, business trust,

<sup>1</sup> 7 F.R. 8641.

<sup>2</sup> 7 F.R. 1065.

corporation, governmental corporation or agency, or any organized group of persons whether incorporated or not.

(2) "Natural gas" means natural gas and mixtures of natural and manufactured gas.

(3) "Utility" means any person supplying natural gas, directly or indirectly, for general use by the public or supplying manufactured gas to a natural gas distribution system serving the general public.

(4) "Non-utility supplier" means any person who owns or operates natural or manufactured gas production or transmission facilities and who is not included in the definition of utility in paragraph (a) (3): *Provided*, That no person engaged in the production, refining or processing of petroleum or natural gas shall be considered or treated as a "non-utility supplier," except as such person's activities relate to the disposition of natural gas after such production, refining or processing.

(5) "Consumer" means any ultimate user of gas produced, transmitted, or distributed by any utility or by any non-utility supplier which is interconnected with any utility.

(6) "Standby facilities" means equipment in serviceable operating condition designed to use oil, electricity, coal or other fuel to replace natural gas, and for the operation of which a supply of such fuel is obtainable.

(7) "Space-heating equipment" means equipment used for the purpose of raising atmospheric temperature in any building or portion thereof.

(8) "Central space-heating equipment" means all space-heating equipment intended by reason of its size, type, or location to heat more than one room.

(b) *Integration of gas system operation.* (1) Each utility shall as far as practicable so operate its gas manufacturing transmission, storage, and distribution facilities as to achieve maximum deliverability of natural gas in the area or areas in which a shortage exists or is imminent and to conserve existing gas reserves, and no utility shall abandon any such facilities except upon specific authorization from the Director General for Operations. Where necessary for such purposes, the Director General for Operations may, from time to time, issue specific directions as to the operation of gas manufacturing, transmission, storage and distribution facilities.

(2) Each utility shall maintain in operating condition all gas manufacturing facilities owned or operated by such utility which are in operating condition on the effective date of this amendment. Each utility shall repair and maintain in operating condition such other gas manufacturing facilities owned or operated by such utility as the Director General for Operations may, from time to time, direct. Where the repair and maintenance of gas manufacturing facilities requires the use of materials in excess of those available under any order issued by the War Production Board, application for authority to use or acquire such materials shall be made to the Director



General for Operations in accordance with established procedures.

(3) The Director General for Operations may, from time to time, issue specific directions respecting the delivery of natural gas from one utility to another and the interconnection of utility facilities, and no utility shall deliver or accept, or fail to deliver or accept, deliveries of gas in violation of any such directions. Subject to such directions and to the provisions of paragraph (b) (4) each utility shall so interchange natural gas with other interconnected utilities as to achieve, directly or indirectly, the maximum deliverability in any area or areas in which a shortage exists or is imminent.

(4) No utility shall deliver natural gas to any utility system not theretofore regularly supplied by such utility (except emergency deliveries to relieve a shortage resulting from the failure or breakdown of gas production, transmission, or distribution facilities), without specific approval of the Director General for Operations. Any utility making such emergency deliveries shall report promptly to the War Production Board, Power Branch, Ref: L-31, the nature of the emergency and the amount and duration of such deliveries.

(5) Each utility shall, as soon as practicable, make an investigation of the type, amount, and availability of any natural or manufactured gas production facilities owned or operated by any non-utility supplier located in or near its operating area, whether or not interconnected with such utility, and shall report to the War Production Board by January 1, 1943, such integration measures (including measures for interconnections and the interchange of gas of any type) as may be possible to meet or to anticipate shortages of natural gas. The Director General for Operations will, where necessary to accomplish the purposes of this order, issue specific directions to utilities and non-utility suppliers as to the integration of gas production facilities. Where such integration requires the use of materials in excess of those available under any priority order issued by the Director General for Operations, application for authority to use or to acquire such materials shall be made to the Director General for Operations in accordance with established procedures.

(6) Each non-utility supplier in any area served by any utility with which such non-utility supplier is interconnected, shall, upon notice from the Director General for Operations, so order its operations as to make available for delivery to such utility all natural or manufactured gas which it is capable of producing or supplying and which is not essential for its own operations, unless the Director General for Operations shall, upon application, determine that such gas, because of differences in heat value or chemical composition, cannot practicably be mixed with the gas supplied by such utility. Such non-utility supplier shall also make available for delivery to such utility further quantities of gas in accordance with directions of the Director General for Operations.

(c) *Operation during gas shortages.*

(1) In the event of a gas shortage in any area, each utility supplying such area shall operate its standby gas manufacturing facilities and shall reduce deliveries to consumers in accordance with the following schedule and with such further directions as the Director General for Operations may, from time to time, issue: *Provided*, That to the extent, if any, required by the emergency nature of the shortage, such utility may in the first instance reduce deliveries without regard to such schedule, but shall as soon as possible thereafter readjust its operations and deliveries to conform in all respects to such schedule during the continuance of the gas shortage.

(i) First, the utility shall, within the limits of its contractual rights, reduce deliveries to all consumers purchasing natural gas under contracts permitting the supplier to interrupt deliveries: *Provided*, That deliveries of gas necessary for the maintenance of the war production and essential civilian services listed in Exhibit A, as the same may be amended from time to time, shall be reduced only to the extent that the fuel requirements for such production and services can be supplied from the consumer's standby facilities.

(ii) Second, the utility shall, to the extent necessary, so operate its standby manufacturing facilities as to achieve maximum output of gas in the shortage area. Any utility may request the Director General for Operations to direct the operation of any consumer's standby facilities under paragraph (c) (1) (iii) prior to the operation of such utility's standby manufacturing facilities. Such request will be granted only if the Director General for Operations determines that the operation of consumer standby facilities prior to operation of utility standby manufacturing facilities would relieve the gas shortage more expeditiously or with less use of critical fuels, or would otherwise aid in relieving the gas shortage.

(iii) Third, the utility shall, without regard to its contractual rights or those of any consumer, reduce deliveries to all consumers who have standby facilities to the extent to which the operation of such facilities will directly or indirectly alleviate the shortage of natural gas in the area.

(iv) Fourth, the utility shall, to the extent necessary, reduce deliveries, insofar as practicable on a uniform proportionate basis, to all commercial and industrial consumers except to the extent that such deliveries are necessary for the maintenance of the war production and essential civilian services listed in Exhibit A or to prevent permanent damage to the production facilities of such consumers.

(v) If, after effectuating the reduction in deliveries of gas required by or pursuant to the foregoing provisions of this paragraph, it becomes necessary to curtail deliveries of gas for the maintenance of the war production and essential civilian services listed in Exhibit A, as the same may be amended from time to time, the utility shall insofar as practicable

reduce such deliveries on a uniform proportionate basis.

(2) The Director General for Operations may issue such directions with respect to reductions in deliveries to residential consumers as may be necessary to alleviate gas shortages.

(3) Whenever pursuant to paragraphs (c) (1) or (c) (2) above or any direction issued thereunder, any utility is obliged to reduce deliveries to any consumer, such utility shall so inform such consumer, who shall, upon such notification, reduce his acceptance of deliveries of natural gas in accordance with such notification.

(4) Whenever any utility reduces deliveries of gas to any consumer pursuant to paragraph (c) (1) of this order, such utility shall immediately notify the Power Branch of the War Production Board, Ref: L-31, by telegram of the extent of such reductions.

(5) Following each such shortage period, each affected utility shall submit a detailed report of the quantities of gas conserved by the operation of standby facilities and the duration of curtailment and the extent to which each commercial and industrial consumer was curtailed. Such report shall be filed on Form PD-283.

(d) *Restrictions on deliveries of natural gas applicable prior to November 30, 1942.* (1) No utility shall deliver natural gas to any non-residential consumer in Areas I, II, III, IV, or V listed in Exhibit B for the operation of any new gas-fired equipment unless such deliveries were commenced in Area I prior to February 27, 1942, in Area II prior to March 20, 1942, in Area III prior to May 15, 1942, in Area IV prior to August 10, 1942, or in Area V prior to September 15, 1942, or unless:

(i) Such non-residential consumer shall have installed, prior to the date of such deliveries, standby facilities of sufficient capacity to replace such deliveries of such gas during period of shutoff, or

(ii) Such non-residential consumer cannot reasonably use any fuel other than natural gas because of technical utilization factors or process requirements, or

(iii) Such deliveries shall have been specifically approved in advance by the Director General for Operations.

(2) No utility shall deliver, and no consumer shall accept delivery of, natural gas in Areas I, II, III, IV or V listed in Exhibit B for either of the following purposes:

(i) For the operation of central space heating equipment (or heating equipment supplying the major portion of the heating requirements of the premises) unless such equipment was installed in Area I prior to March 1, 1942, in Area II prior to March 20, 1942, in Area III prior to May 15, 1942, in Area IV prior to August 10, 1942, or in Area V prior to September 15, 1942, or unless, in the case of new construction, the equipment was specified in the construction contract and the foundation under the main part of the structure in which the equipment is to be installed was completed in Area I prior to March 1, 1942, in Area II



prior to March 20, 1942, in Area III prior to May 15, 1942, in Area IV prior to August 10, 1942, or in Area V prior to September 15, 1942; or

(ii) For the operation of central space heating equipment (or heating equipment supplying the major portion of the heating requirements of the premises), which has been converted from other fuel to natural gas unless such conversion has been completed in Area I prior to February 26, 1942, in Area II prior to March 20, 1942, in Area III prior to May 15, 1942, in Area IV prior to August 10, 1942, or in Area V prior to September 15, 1942.

(e) *Restrictions on deliveries of gas applicable on and after November 30, 1942.* (1) On or after November 30, 1942, no utility shall deliver to any non-residential consumer, and no such consumer shall accept delivery of natural gas for the operation of any gas-fired equipment (including space-heating equipment) unless:

(i) Such equipment was installed (or if converted from some other fuel to natural gas, such conversion was completed) prior to November 30, 1942 at the same premises: *Provided*, That deliveries of natural gas for the operation thereof were not prohibited prior to that date by the provisions of paragraph (d) of this order, or

(ii) Such equipment replaces similar type gas-fired equipment of equal or greater capacity previously installed or operated by the same consumer at the same premises for the same purposes, or

(iii) Such deliveries have been specifically approved by the Director General for Operations.

(2) On or after November 30, 1942, no utility shall deliver to any residential consumer and no such consumer shall accept delivery of natural gas for the operation of any space-heating equipment unless:

(i) Such equipment was installed (or if converted from some other fuel to natural gas, such conversion was completed) at the same premises prior to November 30, 1942: *Provided*, That deliveries of natural gas for the operation of such equipment were not prohibited prior to that date by the provisions of paragraph (d) of this order, or

(ii) In the case of new construction in any area listed in Exhibit B, such equipment was specified in the construction contract and was installed prior to March 1, 1943, and the foundation under the main part of the structure in which the equipment is to be installed was completed in Area I prior to March 1, 1942, in Area II prior to March 20, 1942, in Area III prior to May 15, 1942, in Area IV prior to August 10, 1942, in Area V prior to September 15, 1942, or in Area VI prior to November 30, 1942, or

(iii) Such equipment replaces gas-fired equipment of equal or greater capacity previously installed or operated at the same premises whether by the same or by another consumer: *Provided*, That nothing contained in this subparagraph shall authorize the delivery of gas for the operation of central space-heating equipment which replaces non-central space-heating equipment or central

space-heating equipment of a different type, or

(iv) Such deliveries have been specifically approved by the Director General for Operations.

*Provided*, That deliveries of natural gas may be made to residential consumers in those areas not listed in Exhibit B for the operation of any space-heating equipment.

(3) On or after November 30, 1942, no person shall install or cause to be installed gas-fired equipment designed to receive deliveries of natural gas from any utility if such deliveries are prohibited by this paragraph (e).

(4) Applications by all consumers for exemption from the space-heating restrictions of this order shall be made on Form PD 673. Applications by non-residential consumers for exemption from the restrictions on deliveries for non-space heating purposes shall be made on Form PD-672.

(f) *Applications to Director General for Operations.* (1) Any person who considers that any reduction in or prohibition of deliveries of natural gas made or proposed to be made pursuant to paragraphs (c), (d), or (e), or any direction issued thereunder, interferes or will interfere materially with war production or the operation of an essential civilian service, may apply for relief to the Director General for Operations, who may grant such specific exemptions or take such other action as may be consistent with the purposes of this order. Such application shall state the nature of the war materials being manufactured or the nature of the service, the extent to which such production or service has been or may be curtailed because of the reduction in or prohibition of deliveries of gas, and the amount of increase in deliveries of gas required for restoration of full production or service.

(2) Any utility which considers that the supply of natural gas available on any utility system or portion thereof is sufficient to take care of all existing and estimated future requirements of war industry and unrestricted civilian use, may apply for exemption of the system or any portion thereof from the provisions of paragraphs (d) or (e), or both, of this order or of any direction issued pursuant thereto, to the Director General for Operations, who may grant such exemptions or take such other action as may be consistent with the purposes of this order.

(g) *Appeal.* Any person affected by this order who considers that compliance therewith would work an exceptional and unreasonable hardship on him may appeal for relief to the Director General for Operations, who may grant such specific exemptions or take such other action as may be consistent with the purposes of this order.

(h) *Reports and information.* (1) Each utility shall keep and preserve for not less than two years accurate and complete records concerning deliveries of natural gas to consumers. Such records shall be subject to inspection by duly authorized representatives of the War Production Board.

(2) All persons affected by this order shall execute and file with the War Production Board such reports and questionnaires as said Board shall, from time to time, request.

(i) *Communications to War Production Board.* All reports required to be filed hereunder, and all communications concerning this order, shall, unless otherwise directed, be addressed to: War Production Board, Power Branch, Washington, D. C., Ref: L-31.

(j) *Violations.* Any person who wilfully violates any provision of this order, or who, in connection with this order, wilfully conceals a material fact or furnishes false information to any department or agency of the United States, is guilty of a crime, and upon conviction may be punished by fine or imprisonment. In addition, any such person may be prohibited from making, or obtaining further deliveries of, or from processing or using, material under priority control and may be deprived of priorities assistance.

(P.D. Reg. 1, as amended, 6 F.R. 6680; W.P.B. Reg. 1, 7 F.R. 561; E.O. 9024, 7 F.R. 329; E.O. 9040, 7 F.R. 527; E.O. 9125, 7 F.R. 2719; sec. 2 (a), Pub. Law 671, 76th Cong., as amended by Pub. Laws 89 and 507, 77th Cong.)

Issued this 12th day of November 1942.

ERNEST KANZLER,

Director General for Operations.

#### EXHIBIT A

#### WAR PRODUCTION AND ESSENTIAL CIVILIAN SERVICES

(1) Fire and police stations, post offices, court houses, schools, hospitals, and prisons.

(2) Public eating establishments, including restaurants, cafes, etc.

(3) Bakeries, dairies and meat-packing establishments.

(4) Public utilities to the extent that gas is required for the ignition of other fuels (not exceeding 1 per cent of the total B. T. U. content of the fuel used for boiler operations).

(5) Water, sewage and sanitation systems to the extent that gas is required for the disposal of sewage and garbage and for the operation of power equipment.

(6) Scientific testing and research laboratories.

(7) Repair yards or shops to the extent they are used for the maintenance or repair of transportation equipment.

(8) Industrial plants to the extent they are engaged in the production of the following munitions, equipment or materials:

(a) Airplanes, airplane engines, and parts.

(b) Naval and merchant ships and parts.

(c) Ordnance items, including guns, ammunition, explosives, combat and military vehicles, radio equipment and parts.

(d) Copper, brass, tin, lead, magnesium, aluminum and alumina, zinc, manganese, mercury, nickel, cadmium or monel metal.

(e) Abrasives.

(f) Graphite electrodes.

(g) Forgings.

(h) The following machinery and equipment:

Power boilers.

Searchlights.

Electrical measuring instruments.

Generators.

Transformers, electrical control and switch-board apparatus.

Heat exchangers.

Pressure vessels.

Wire and cable.



Steam engines.  
 Steam turbines.  
 Diesel engines.  
 Gas engines.  
 Track-laying tractors.  
 Mining machinery and equipment.  
 Machine tools.  
 Machine tool accessories and machinists precision tools.  
 Pumps and compressors.  
 Conveyors and conveying equipment.  
 Industrial cars and trucks.  
 Industrial blowers, exhaust and ventilating fans.  
 Mechanical testing equipment.  
 Ball and roller bearings and parts.  
 Mechanical power transmission equipment.  
 Water purification equipment.  
 Locomotives and railroad cars.  
 Navigation instruments.  
 Surgical, medical and dental equipment and supplies.  
 Optical instruments and lenses.  
 Construction machinery and equipment.  
 (i) Iron ore, pig iron, steel and ferroalloys.  
 (j) Sulphuric acid.  
 (k) Liquid oxygen.  
 (l) Rubber.  
 (m) Alcohol.

## EXHIBIT B

## AREA I

Alabama (except the area served by the United Gas Pipe Line Company).  
 Arkansas (only the area served by the Mississippi River Fuel Company).  
 California.  
 District of Columbia.  
 Georgia.  
 Illinois.  
 Indiana.  
 Kentucky.  
 Maryland.  
 Michigan.  
 Mississippi (except the city of Natchez, the towns of Woodville and Centerville, and the area served by the United Gas Pipe Line Company).  
 Missouri.  
 New York.  
 Ohio.  
 Pennsylvania.  
 Tennessee.  
 Virginia.  
 West Virginia.

## AREA II

Kansas (only the following counties):

Allen.	Johnson.
Anderson.	Labette.
Atchison.	Leavenworth.
Bourbon.	Linn.
Brown.	Miami.
Cherokee.	Montgomery.
Coffey.	Nemaha.
Crawford.	Neosho.
Doniphan.	Osage.
Douglas.	Shawnee.
Franklin.	Wilson.
Jackson.	Woodson.
Jefferson.	Wyandotte.

## AREA III

Iowa (only the areas served by Northern Natural Gas Co., and utilities obtaining any part of their requirements from this company).

Kansas (only the areas served by Cities Service Gas Co., Kansas Power and Light Co., Kansas-Nebraska Gas Co., Consolidated Gas Utilities Corp., Drillers' Gas Co., and utilities obtaining any part of their requirements from these companies, except those areas included in Area II, above).  
 Minnesota.

Nebraska (only the areas served by the Northern Natural Gas Co., Kansas-Nebraska Gas Co., Cities Service Gas Co., and utilities obtaining any part of their requirements from these companies).

Oklahoma (only the areas served by Cities Service Gas Co., Consolidated Gas Utilities Corporation, and utilities obtaining any part of their requirements from these companies).

South Dakota (only the areas served by Northern Natural Gas Company, and utilities obtaining any part of their requirements from this company.)

## AREA IV

Iowa (only the areas served by the Natural Gas Pipe Line Company of America, and utilities obtaining any part of their requirements from this company.)

Kansas (only the areas served by the Natural Gas Pipe Line Company of America, and utilities obtaining any part of their requirements from this company, except those areas in Kansas included in Area II or Area III, above.)

Nebraska (only the areas served by the Natural Gas Pipe Line Company of America, and the utilities obtaining any part of their requirements from this company.)

## AREA V

Those areas in New Mexico, Colorado and Wyoming supplied by the Colorado Interstate Gas Company, or by any utility receiving all or any part of its gas supply from said company.

## AREA VI

Those areas in Arizona and New Mexico (except Eddy, Lea and Chaves counties in New Mexico) served by the El Paso Natural Gas Company or by any utility receiving all or any part of its gas supply from said company.

[F. R. Doc. 42-11834; Filed, November 12, 1942; 10:59 a. m.]

## PART 1069—UMBRELLA FRAMES

[General Limitation Order L-36]

The fulfillment of requirements for the defense of the United States has created a shortage in the supply of iron and steel for defense, for private account and for export; and the following order is deemed necessary and appropriate in the public interest and to promote the national defense:

§ 1069.1 *General Limitation Order L-36—(a) Definitions.* For the purposes of this order:

(1) "Frame" means the framework of an umbrella made out of iron, steel, or plastic, including ribs, stretchers, notch, runner, springs, cap, ferrule, tips or connecting hardware.

(2) "Group I frame" means any frame designed for a man's umbrella.

(3) "Group II frame" means any frame designed for a woman's umbrella which has metallic tips and ferrule.

(4) "Group III frame" means any frame designed for a woman's umbrella which has plastic or other nonmetallic tips and/or ferrule.

(5) "Manufacturer" means any person engaged in the business of processing, fabricating, working on or assembling new umbrella frames ready for covering from umbrella frame parts, whether or not he actually covers umbrella frames.

(6) "Repair part" means any part of an umbrella frame which is not produced for or used in the assembly of a new umbrella frame.

(b) *General restrictions.* (1) During the period beginning November 12, 1942,

and ending December 31, 1942, and during the three months period beginning January 1, 1943, and during each three months period thereafter, no manufacturer's total production of frames shall exceed 7½% of the number of group I, group II and group III frames produced by him during 1941.

(2) On and after November 12, 1942, no manufacturer shall produce any group I frame:

(i) The weight of which, exclusive of the weight of the shafts and handles, is more than five pounds per dozen frames;

(ii) Which contains more than 8 ribs;

(iii) Which contains any rib exceeding 25 inches in length.

(3) On and after November 12, 1942, no manufacturer shall produce any group II frame:

(i) The weight of which, exclusive of the weight of the shafts and handles, is more than 4.35 pounds per dozen frames;

(ii) Which contains more than 10 ribs;

(iii) Which contains any rib exceeding 20 inches in length.

(4) On and after November 12, 1942, no manufacturer shall produce any group III frame:

(i) The weight of which, exclusive of the weight of the shafts and handles, is more than 4 pounds per dozen frames;

(ii) Which contains more than 10 ribs;

(iii) Which contains any rib exceeding 20 inches in length.

(5) During the period beginning November 12, 1942, and ending December 31, 1942, and during the three months period beginning January 1, 1943, and during each three months period thereafter, no manufacturer shall produce repair parts containing more iron or steel than 5%, by weight, of the amount of iron or steel contained in the frames which such manufacturer is permitted to produce pursuant to paragraphs (b) (1), (b) (2), (b) (3), and (b) (4) of this order.

(6) On and after November 12, 1942, no manufacturer of parts specifically intended for incorporation into frames shall process, fabricate, work on, assemble, sell, lease, trade, lend, deliver, ship or transfer such parts if he knows or has reason to believe that such parts will not be used either as repair parts or in the production of frames pursuant to paragraphs (b) (1), (b) (2), (b) (3), and (b) (4) of this order.

(c) *Records.* All persons affected by this order shall keep and preserve for not less than two years accurate and complete records concerning inventories, production, and sales.

(d) *Audit and inspection.* All records required to be kept by this order shall, upon request, be submitted to audit and inspection by duly authorized representatives of the War Production Board.

(e) *Reports.* All persons affected by this order shall execute and file with the War Production Board such reports and questionnaires as said Board shall from time to time require.

(f) *Violations.* Any person who willfully violates any provision of this order, or who, in connection with this order, wilfully conceals a material fact or fur-



nishes false information to any department or agency of the United States, is guilty of a crime, and upon conviction may be punished by fine or imprisonment. In addition, any such person may be prohibited from making or obtaining further deliveries of, or from processing or using, material under priority control and may be deprived of priorities assistance.

(g) *Appeal.* Any appeal from the provisions of this order must be made on Form PD-500 and must be filed with the field office of the War Production Board of the district in which is located the plant to which the appeal relates.

(h) *Applicability of priorities regulations.* This order and all transactions affected thereby are subject to all applicable provisions of the priorities regulations of the War Production Board, as amended from time to time.

(i) *Applicability of other orders.* In so far as any other order heretofore issued by the Director of Priorities, the Director of Industry Operations, or the Director General for Operations, or to be issued hereafter by the Director General for Operations, limits the use of iron and steel in the production of umbrella frames to a greater extent than the limits imposed by this order, the restrictions in such other order shall govern unless otherwise specified therein.

(j) *Communications.* All reports required to be filed hereunder and all communications concerning this order shall, unless otherwise ordered, be addressed to the War Production Board, Washington, D. C., Ref: L-36.

(P.D. Reg. 1, as amended, 6 F.R. 6680; W.P.B. Reg. 1, 7 F.R. 561; E.O. 9024, 7 F.R. 329; E.O. 9040, 7 F.R. 527; E.O. 9125, 7 F.R. 2719; sec. 2 (a), Pub. Law 671, 76th Cong., as amended by Pub. Laws 89 and 507, 77th Cong.)

Issued this 12th day of November 1942.

ERNEST KANZLER,  
Director General for Operations.

[F. R. Doc. 42-11835; Filed, November 12, 1942;  
10:59 a. m.]

#### PART 1108—MAINTENANCE AND OPERATION OF PLANTS PROCESSING DAIRY PRODUCTS OR EGGS

[Preference Rating Order P-118, as Amended  
November 12, 1942]

Part 1108 (formerly entitled "Repair, Maintenance and Operation of Plants Producing or Processing Dairy Products") is amended to read "Part 1108, Maintenance and Operation of Plants Processing Dairy Products or Eggs", and Preference Rating Order P-118<sup>1</sup> (§ 1108.1) is amended to read as follows:

§ 1108.1 *Preference Rating Order P-118—(a) Definitions.* For the purposes of this order:

(1) "Processor" means any person located in the United States, its territories and possessions, engaged in processing dairy products or eggs, or any person lo-

cated in the Dominion of Canada, to whom and in whose name, a copy of this order is specifically issued.

(2) "Processing dairy products" means only the primary processing operations in connection with any of the following businesses:

(i) Pasteurizing milk,  
(ii) Receiving milk from other persons for cooling preparatory to reshipment for further processing,

(iii) Producing dairy products, for sale, by processing milk or cream in a plant not located on the farm where the milk was produced or by processing ice cream mix produced in the same plant or in another plant under the same ownership as the processing plant.

(3) "Processing eggs" means only the primary processing operations in connection with any of the following businesses, performed in plants approved by the Agricultural Marketing Administration for purposes of directly or indirectly supplying eggs or egg products to or for that agency or for the armed services:

(i) Candling and grading shell eggs,  
(ii) Breaking, packaging, and freezing liquid eggs,  
(iii) Dehydrating eggs.

(4) "Primary processing" means the operations commencing with the bringing of milk, cream, eggs, or ice cream mix (in the case provided for in paragraph (a) (2) (iii)) to a processor's plant and ending with the placing of the processed milk, dairy products, eggs or egg products in any packaging in that plant. Any special packaging required by contracts with the armed services or the Agricultural Marketing Administration shall also be considered primary processing.

(5) "Material" means any commodity, equipment, accessory, part, assembly, or product of any kind used for maintenance, repair, operation or replacement in plants processing dairy products or eggs, but shall not include any office or transportation supplies, machinery or equipment.

(6) "Maintenance" means minimum upkeep necessary to enable the processor's existing plant, machinery and equipment to be used at its maximum rate of operation permissible under any applicable orders, but shall not include the acquisition of additional machines or equipment.

(7) "Repair" means restoration of a processor's plant, machinery or equipment to sound working condition within a reasonable time after physical depreciation, wear and tear, damage, destruction of parts or the like have impaired its fitness for service but not to an extent involving major reconstruction or the acquisition of capital assets or of motors of 1-horsepower or more.

(8) "Material required for operation" means operating supplies to be consumed in the course of a processor's operations but not to be physically incorporated in the finished products nor used as packaging (except packaging staples, strapping, or stitching wire), fuel, or office supplies.

(9) "Replacement" means substitution of machinery or equipment for worn or damaged existing machinery or equipment which cannot be repaired without major reconstruction; *Provided*, That

such substitution is made within a reasonable time after such condition develops; *And provided further*, That the replacement is not of greater productive capacity than the replaced machinery or equipment except to the minimum possible extent when a replacement of equivalent capacity is obsolete, unobtainable, or not obtainable within a reasonable time in relation to the processor's operating needs.

(10) "Supplier" means any person with whom a contract or purchase order has been placed for delivery of material to a processor or to another supplier.

(b) *Assignment of preference ratings.* Preference ratings are hereby assigned, subject to the restrictions and conditions of paragraphs (c) and (d) hereof:

(1) AA-2X to deliveries, to a processor, of material directly required for emergency maintenance or repair to avert spoilage of milk, dairy products, or eggs (shell, liquid, dehydrated) because of an actual breakdown or suspension of a processor's operations.

(2) AA-5 to deliveries, to a processor, of material required for repair, maintenance or operation.

(3) AA-3 to deliveries, to a processor, of material required for replacement.

(c) *Restrictions on application of ratings by processor.* (1) The processor shall not apply any preference rating assigned by (b) (1) above to deliveries of material to replace other material withdrawn from his inventory or stores for maintenance, repair, or operation.

(2) The processor shall not apply any preference rating assigned by (b) (2) above if, in view of the current rate of consumption of his inventory or stores for repair and maintenance or operation, the delivery of the material to be rated would increase his inventory or stores above the minimum permitted or provided in paragraph (e) below.

(3) The processor shall not apply any preference rating hereunder unless the material to be delivered cannot be secured when required without such rating.

(4) The processor may apply the rating only to those quantities and kinds of materials necessary to enable him to maintain his processing schedules up to the end of the calendar year 1943.

(d) *Application of preference rating.*

(1) A processor or any supplier, in order to apply or extend the preference ratings assigned hereunder shall comply with Priorities Regulation No. 3, as it may be amended from time to time.

(2) If preference rating AA-2X is applied for emergency maintenance or repair, the processor must, immediately upon placing his order for such material, telegraph to the War Production Board the following with respect to such order:

(i) The name and address of the supplier,

(ii) Brief statement of what necessitated application of rating for emergency maintenance and repair,

(iii) A specific description of the material included in the order, and

(iv) The invoice cost of each item of such material.

(3) If the material is required for replacement, the processor shall not apply

<sup>1</sup> 7 F.R. 8259.



preference rating AA-3, unless he shall have communicated with the War Production Board, describing the material needed and the nature of the proposed replacement, and shall have received from the Director General for Operations a specific authorization to apply such rating, notwithstanding the fact that, prior to November 12, 1942, he may have been authorized to apply a lower rating under this order. Such application for authorization may be made by a written statement on Form PD-414 or, in any emergency, by telegram giving substantially the information called for by said Form PD-414.

(e) *Inventory provisions.* A processor shall not accept deliveries (whether rated hereunder or not) of material for repair and maintenance or operation which will increase the inventory or stores available to the processor for such purposes to an amount greater than the minimum necessary for repair and maintenance and to sustain the current level of operations of the processor, and the ratio of such inventory and stores to current operations shall in no event exceed the ratio of average inventory to average operation for the years 1938, 1939, and 1940.

(f) *Records.* In addition to the records required to be kept under Priorities Regulation 1, a processor placing any purchase order or contract rated hereunder shall retain, for a period of two years, for inspection by representatives of the War Production Board, endorsed copies of all such purchase orders or contracts, whether accepted or rejected, segregated from all other purchase orders or contracts or filed in such a manner that they can be readily segregated for such inspection.

(g) *Reports.* Each processor who applies a preference rating hereunder shall file such reports as may be required from time to time by the War Production Board; and until further notice, any processor who applies a preference rating hereunder for "emergency maintenance or repair" under paragraph (b) (1) or for "repair, maintenance or operation" under paragraph (b) (2), shall file with the War Production Board within 10 days after the end of each quarter Form PD-413. The first such report shall be filed for the full quarter ending December 31, 1942.

(h) *Communications to War Production Board.* All reports required to be filed hereunder, and all communications concerning this order, shall, unless otherwise directed, be addressed to: War Production Board, Food Branch, Washington, D. C.—Ref.: P-118.

(i) *Violations.* Any person who wilfully violates any provision of this order, or who, in connection with this order,

wilfully conceals a material fact or furnishes false information to any department or agency of the United States is guilty of a crime, and, upon conviction, may be punished by fine or imprisonment. In addition, any such person may be prohibited from making or accepting further deliveries of or from processing or using material under priority control and may be deprived of priorities assistance.

(j) *Revocation or amendment.* This order may be revoked or amended at any time as to any processor or any supplier. In the event of revocation, deliveries already rated pursuant to this order shall be completed in accordance with said rating, unless the rating has been specifically revoked with respect thereto. No additional applications of the rating to any other deliveries shall thereafter be made by the processor or supplier affected by such revocation.

(k) *Applicability of priorities regulations.* This order and all transactions affected thereby are subject to all applicable provisions of the priorities regulations of the War Production Board, as amended from time to time.

(P.D. Reg. 1, as amended, 6 F.R. 6680; W.P.B. Reg. 1, 7 F.R. 561; E.O. 9024, 7 F.R. 329; E.O. 9040, 7 F.R. 527; E.O. 9125, 7 F.R. 2719; sec. 2 (a), Pub. Law 671, 76th Cong., as amended by Pub. Laws 89 and 507, 77th Cong.)

Issued this 12th day of November 1942.

ERNEST KANZLER,

Director General for Operations.

[F. R. Doc. 42-11836; Filed, November 12, 1942; 11:00 a. m.]

#### PART 1255—INVENTORY RESTRICTION EXCEPTIONS

[Amendment 7 to General Inventory Order M-161]

Section 1255.1 *General Inventory Order M-161*<sup>1</sup> is hereby further amended by adding to the materials listed on Schedule A attached to said order the following:

Sodium sulfate (salt cake)

(P.D. Reg. 1, as amended, 6 F.R. 6680; W.P.B. Reg. 1, 7 F.R. 561; E.O. 9024, 7 F.R. 329; E.O. 9040, 7 F.R. 527; E.O. 9125, 7 F.R. 2719; sec. 2 (a), Pub. Law 671, 76th Cong., as amended by Pub. Laws 89 and 507, 77th Cong.)

Issued this 12th day of November 1942.

ERNEST KANZLER,

Director General for Operations.

[F. R. Doc. 42-11837; Filed, November 12, 1942; 11:00 a. m.]

<sup>1</sup> 7 F.R. 4174, 4778, 4779, 5663, 5985, 6208, 6769.

#### PART 3039—MANUFACTURED GAS

[Amendment 1 to Limitation Order L-174]

1. Paragraph (c) of Limitation Order L-174<sup>1</sup> is hereby amended to read as follows:

(c) *Limitations on deliveries of manufactured gas.* (1) In the event of a gas shortage in any area, each utility supplying such area shall reduce deliveries to consumers in accordance with the following schedule and with such further directions as the Director General for Operations may, from time to time, issue: *Provided*, That to the extent, if any, required by the emergency nature of the shortage, such utility may in the first instance reduce deliveries without regard to such schedules, but shall as soon as possible thereafter readjust its operations and deliveries to confirm in all respects to such schedule during the continuance of the gas shortage.

(i) First, the utility shall, within the limits of its contractual rights, reduce deliveries to all consumers purchasing manufactured gas under contracts permitting the supplier to interrupt deliveries: *Provided*, That deliveries of gas necessary for the maintenance of the war production and essential civilian services listed in Exhibit A, as the same may be amended from time to time, shall be reduced only to the extent that the fuel requirements for such production and services can be supplied from the consumer's standby facilities.

(ii) Second, the utility shall without regard to its contractual rights or those of any consumer, reduce deliveries to all consumers who have standby facilities to the extent to which the operation of such facilities can directly or indirectly alleviate the shortage of manufactured gas in the area.

(iii) Third, the utility shall to the extent necessary, reduce deliveries to all commercial and industrial consumers except to the extent that such deliveries are necessary for the maintenance of the war production and essential civilian service listed in Exhibit A or to prevent permanent damage to the production facilities of such consumers. Such reductions shall be made insofar as practicable on a uniform proportionate basis.

(iv) Fourth, if after effectuating the reduction in deliveries of gas required by or pursuant to the foregoing provisions of this paragraph, it becomes necessary to curtail deliveries of gas for the maintenance of the war production

<sup>1</sup> 7 F.R. 6798.



and essential civilian service listed in Exhibit A, the utility shall insofar as practicable reduce such deliveries on a uniform proportionate basis.

(2) The Director General for Operations may issue such directions with respect to reductions in deliveries to residential consumers as may be necessary to alleviate gas shortages.

(3) The Director General for Operations may require any utility to file a specific curtailment schedule listing consumers proposed to be curtailed and the order of their curtailment during gas shortages and may issue such directions with respect thereto as may be necessary to assure compliance with the provisions of this paragraph (c).

(4) Whenever, pursuant to paragraph (c) (1) or (c) (2) above or any directions issued thereunder, any utility is obliged to reduce deliveries to any consumer, such utility shall so inform each consumer to be curtailed, and each such consumer shall, upon such notification, reduce his acceptance of deliveries of manufactured gas in accordance with such notification.

(5) Whenever any utility finds it necessary to reduce deliveries, pursuant to this paragraph (c), such utility shall immediately notify the Power Branch of the War Production Board, Ref.: L-174, of such curtailment by telegram. Following each such curtailment, the utility shall submit to the Power Branch a detailed report of the duration of curtailment and the extent to which deliveries to such consumers were curtailed. Such report shall be filed on Form PD-628.

L-174 Paragraph (d) of Limitation Order L-174 is hereby amended to read as follows:

(d) *Restrictions upon deliveries to consumers other than domestic consumers.* No utility shall deliver manufactured gas to any consumer, other than a domestic consumer, for the operation of any gas-fired equipment (including space-heating equipment) which was not installed (or if converted from some other fuel, such conversion was not completed) at the same premises prior to September 1, 1942, unless:

(1) Such equipment is non-space heating equipment and has an aggregate input capacity of less than 150 cubic feet per hour.

(2) Such equipment replaces similar type gas-fired equipment of equal or greater capacity previously installed or operated by the same consumer at the same premises for the same purposes, or

(3) Such deliveries are specifically approved in advance by the Director Gen-

eral for Operations. Any consumer or utility which considers that such deliveries are necessary for war production or the operation of an essential civilian service may apply for such approval to the Director General for Operations.

No person shall install gas-fired equipment designed to receive deliveries of manufactured gas from any utility if such deliveries are prohibited by this paragraph.

3. Paragraph (e) is hereby amended to read as follows:

(e) *Restrictions upon deliveries to domestic consumers for space heating.* Except where otherwise directed by the Director General for Operations, no utility shall deliver to any domestic consumer and no such consumer shall accept deliveries of manufactured gas for the operation of any space-heating equipment unless such equipment:

(1) Was installed (or if converted from some other fuel to manufactured gas, such conversion was completed) at the same premises prior to September 1, 1942, or

(2) Replaces similar type space-heating equipment of equal or greater capacity previously installed or operated at the same premises whether by the same or by another consumer, or

(3) Was installed prior to November 15, 1942, in a new building, and such equipment was specified in the construction contract, and the foundation under the main part of the structure in which the equipment is to be installed was completed prior to September 1, 1942.

No person shall install space-heating equipment designed to receive deliveries of manufactured gas from any utility if such deliveries are prohibited by this paragraph.

4. Paragraph (f) of Limitation Order L-174 is hereby amended by adding the following subparagraph (3):

(3) Applications by all consumers for exemption from the space-heating restrictions of this order shall be made on Form PD-673. Applications by non-residential consumers for exemption from the restrictions on deliveries for non-space heating purposes shall be made on Form PD-672.

5. Exhibit A is hereby amended to read as follows:

#### EXHIBIT A

#### WAR PRODUCTION AND ESSENTIAL CIVILIAN SERVICES

1. Fire and police stations, post offices, court houses, schools, hospitals, and prisons.

2. Public eating establishments, including restaurants, cafes, etc.

3. Bakeries, dairies and meat-packing establishments.

4. Water, sewage, and sanitation systems to the extent that gas is required for the disposal of sewage and garbage and for the operation of power equipment.

5. Scientific testing and research laboratories.

6. Repair yards or shops to the extent they are engaged in the maintenance or repair of transportation equipment.

7. Industrial plants to the extent they are engaged in the production or processing of the following munitions, equipment or materials:

(a) Airplanes, airplane engines, and parts.

(b) Naval and merchant ships and parts.

(c) Ordnance items, including guns, ammunition, explosives, combat and military vehicles, radio equipment and parts.

(d) Copper, brass, tin, lead, magnesium, aluminum and alumina, zinc, manganese, mercury, nickel, cadmium or monel metal.

(e) Abrasives.

(f) Graphite electrodes.

(g) Forgings.

(h) The following machinery and equipment:

Power boilers.

Searchlights.

Electrical measuring instruments.

Generators.

Transformers, electrical control and switchboard apparatus.

Heat exchangers.

Pressure vessels.

Wire and cable.

Steam engines.

Steam turbines.

Diesel engines.

Gas engines.

Track-laying tractors.

Mining machinery and equipment.

Machine tools.

Machine tool accessories and machinists precision tools.

Pumps and compressors.

Conveyors and conveying equipment.

Industrial cars and trucks.

Industrial blowers, exhaust and ventilating fans.

Mechanical testing equipment.

Ball and roller bearings and parts.

Mechanical power transmission equipment.

Water purification equipment.

Locomotives and railroad cars.

Navigation instruments.

Surgical, medical and dental equipment and supplies.

Optical instruments and lenses.

Construction machinery and equipment.

(i) Iron ore, pig iron, steel and ferroalloys.

(j) Sulphuric acid.

(k) Liquid oxygen.

(l) Rubber.

(m) Alcohol.

(P.D. Reg. 1, as amended, 6 F.R. 6680; W.P.B. Reg. 1, 7 F.R. 561; E.O. 9024, 7 F.R. 329; E.O. 9040, 7 F.R. 527; E.O. 9125, 7 F.R. 2719; sec. 2 (a), Pub. Law 671, 76th



Cong., as amended by Pub. Laws 89 and 507, 77th Cong.)

Issued this 12th day of November 1942.

ERNEST KANZLER,

Director General for Operations.

[F. R. Doc. 42-11838; Filed, November 12, 1942;  
10:59 a. m.]

PART 3102—NATIONAL EMERGENCY SPECIFICATIONS FOR STEEL PRODUCTS

[Schedule 3 to Limitation Order L-211]

BARBED WIRE, WIRE FENCE, POULTRY NETTING AND POULTRY FLOORING

§ 3102.4 *Schedule 3 to Limitation Order L-211*—(a) *Restrictions on barbed wire.* (1) No person shall produce, fabricate or deliver barbed wire except two point barbed wire of 14 gauge strands and 16 gauge barbs, the spacing of the barbs to be not less than 4 inches.

(2) No person shall supply barbed wire except on 80 rod spools.

(b) *Restrictions on wire fence, poultry netting and poultry flooring.* No person shall produce, fabricate or deliver woven or welded wire fence, poultry netting or poultry flooring, except in the styles, specifications and in the size of rolls set forth in List 1 attached hereto.

(c) *Restrictions on use of copper.* No person shall add any copper to steel to be used in the production of wire for fabrication of barbed wire, woven or welded wire fence, poultry netting or poultry flooring.

(d) *Restrictions on galvanizing.* No person shall apply any zinc coating to barbed wire, or woven or welded wire fence, except in accordance with Federal Specification QQ-W-461, Table IV, Weight A, issued June 16, 1941.

(e) *Acceptance of delivery.* No person shall accept delivery of material produced, fabricated or delivered in violation of the provisions of paragraphs (a), (b), (c) or (d).

(f) *General exceptions.* The provisions of paragraphs (a), (b), (c), (d) and (e) shall not apply to material:

(1) The production, fabrication, delivery or acceptance of which is specifically permitted by the Director General for Operations, or

(2) Which has been produced or fabricated before the issuance date of this schedule, or which before such date has been processed in such manner and to such extent that processing to conform to such provisions would be impracticable, or

(3) To be purchased by or for the account of any of the following, to the extent that such material is called for by the specifications applicable to the contract, subcontract, or purchase order:

(i) The Army or Navy of the United States, The United States Maritime Commission, and the War Shipping Administration;

(ii) The government of any of the following countries: Belgium, China, Czechoslovakia, Free France, Greece, Iceland, Netherlands, Norway, Poland, Russia, Turkey, United Kingdom, including its Dominions, Crown Colonies and Protectorates, and Yugoslavia;

(iii) The government of any country listed above, or any other country, including those in the Western Hemisphere, where the contract or purchase order is placed by any agency of the United States Government, pursuant to the Act of March 11, 1941, entitled "An Act to Promote the Defense of the United States" (Lend-Lease Act).

(g) *Exception to restrictions on size of rolls.* The restrictions as to size of rolls contained in paragraphs (a) and (b) shall not be applicable to deliveries on preference ratings assigned by the Board of Economic Warfare, deliveries on Lend-Lease orders, or to deliveries by any person to the ultimate consumer.

(h) *Records.* Each producer or fabricator owning or possessing material excepted by the provisions of paragraphs (f) (1) and (2) shall retain records of such material available for inspection by

duly authorized representatives of the War Production Board.

(P.D. Reg. 1, as amended, 6 F.R. 6680; W.P.B. Reg. 1, 7 F.R. 561; E.O. 9024, 7 F.R. 329; E.O. 9040, 7 F.R. 527; E.O. 9125, 7 F.R. 2719; sec. 2 (a), Pub. Law 671, 76th Cong., as amended by Pub. Laws 89 and 507, 77th Cong.)

Issued this 12th day of November 1942.

ERNEST KANZLER,

Director General for Operations.

LIST 1

POULTRY FENCE—10 ROD ROLLS ONLY

Styles*	Inches between stays	Filler wire gauge	Top-bottom wire gauge
1948.....	6	14½	11
1948.....	6	15½	12½
2048.....	6	15½	12½
2148.....	6	15½	12½

HOG AND CATTLE FENCE—20 ROD ROLLS ONLY

726.....	6	14½	11
726.....	6	12½	10
832.....	6	14½	11
832.....	12	12½	10
635.....	12	12½	10

POULTRY NETTING—150 FOOT ROLLS ONLY

Height	Mesh	Wire gauge
48".....	2"	20
12".....	1"	20

POULTRY FLOORING—100 FOOT ROLLS ONLY

36".....	1" x 2"	14
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\*The classification of styles of woven or welded wire fence is designated by numbers in accordance with recognized trade practice. The last two digits of such numbers refer to the height of the fence and the first digit (or two digits) refers to the number of horizontal bars or line wires. For example: Style 1948 means a fence having 19 line wires and a height of 48 inches.

[F. R. Doc. 42-11839; Filed, November 12, 1942;  
11:00 a. m.]



## Chapter XI—Office of Price Administration

## PART 1302—ALUMINUM

[RPS 2; Amendment 4]

## ALUMINUM SCRAP AND SECONDARY ALUMINUM INGOT

A statement of the considerations involved in the issuance of this Amendment is issued simultaneously herewith and has been filed with the Division of the Federal Register.\*

Section 1302.14 and paragraph (b) of § 1302.15 are amended as set forth below:

§ 1302.14 *Appendix A: Maximum prices for aluminum scrap*—(a) *Schedule of prices.* \* \* \*

Grade of aluminum scrap	Column I Maximum price (cents per pound) for shipment at one time of less than 1,000 pounds	Column II Maximum price (cents per pound) for shipment at one time of 1,000 to 20,000 pounds	Column III Maximum price (cents per pound) for shipment at one time of 20,000 pounds or more
(1) Plant scrap, segregated:			
28 solids.....	10	11	11½
All other solids.....	9½	10½	11
Borings and turnings.....	7½	8½	9
(2) Plant scrap, mixed:			
All solids.....	8½	9½	10
Borings and turnings.....	6½	7½	8
(3) Obsolete scrap:			
Pure cable.....	10	11	11½
Old sheet and utensils.....	8½	9½	10
Old castings and forgings.....	9	9½	10
Pistons free of struts.....	9	9½	10
Pistons with struts.....	7	7½	8

(4) *Drosses, skimmings, grindings, sweepings, savings and spatters:*

Containing 15 per cent or more by weight of metallic aluminum, as determined by fire assay.... 8 cents per pound of metallic aluminum contained, as determined by fire assay, irrespective of quantity.

Containing less than 15 per cent by weight of metallic aluminum, as determined by fire assay.... 1.2 cents per pound of material irrespective of aluminum content and irrespective of quantity.

NOTE 3: *Quantity differentials.* The requisite quantities for which premiums are provided in Columns II and III, above, may consist of various grades of aluminum scrap, but other metals may not be included for the purpose of making up such quantities. In computing the weight necessary to obtain a quantity differential the actual weight of the ma-

terial at the point of shipment, as determined by the public carrier, or as certified to and accepted by the public carrier, or as certified by a public weigher, is to be used. If the weight of the material at the point of shipment is not determined by any of the methods herein specified the actual weight of the material at the buyer's receiving point shall be used.

NOTE 5: *Premiums for special preparation.* Upon the sale of segregated solid aluminum plant scrap of any of the wrought aluminum or s-type alloys, except 2s and 3s, to any person designated as a "producer" by the Director of Priorities, War Production Board, the following premiums may be charged, demanded, paid or offered:

	Cents per pound
If such scrap is baled or packaged, suitable for briquetting.....	½
If such scrap is briquetted, or in large pieces too heavy to briquette.....	1

Except as provided herein, the maximum prices established for aluminum scrap by this Revised Price Schedule No. 2, as amended, shall not be increased by any charge or payment for special preparation.

(b) *Delivery charges.* (1) If aluminum scrap is delivered to the buyer's receiving point by a public (common or contract) carrier, the maximum delivery charge which may be added to the established maximum price f. o. b. point of shipment shall be the actual transportation charge made by such carrier: *Provided*, That if the quantity differentials set forth in Column III are paid, and if the quantity shipped, as determined in accordance with Note 3 in § 1302.14 (a), is less than the minimum quantity, as set forth in the tariffs of the railroad, upon which the lowest carload rate from the point of shipment to the buyer's receiving point is based, the maximum delivery charge which may be added to such maximum price shall be an amount calculated at the lowest carload rate on the basis of the actual weight of material so determined.

§ 1302.15 *Appendix B: Maximum prices for secondary aluminum ingot.* \* \* \*

(b) \* \* \* *Quantity differentials.* Except as hereinafter provided, the maximum prices established above are applicable if secondary aluminum ingot is sold or delivered in quantities of 30,000 pounds or more. The following premiums may be charged, in addition to the maximum prices set forth above, for the quantities specified:

Quantity	Premium (cents per pound)
10,000 to 30,000 pounds.....	¼
1,000 to 10,000 pounds.....	½
Less than 1,000 pounds.....	1

In determining whether the quantity differentials herein provided are applicable, the quantity sold or the quantity delivered to one buyer at one time, whichever is larger shall be used in all cases, and regardless of the fact that such sale or shipment may be composed of different alloys: *Provided*, That if the

quantity sold exceeds the amount which the buyer is authorized by the War Production Board to receive in any allocation period, the amount which the buyer is so authorized to receive may be used instead of the quantity sold.

§ 1302.13a *Effective dates of amendments.* \* \* \*

(e) Amendment No. 4 to Revised Price Schedule No. 2 as amended (§§ 1302.14 and 1302.15(b)) shall become effective November 16, 1942.

(Pub. Law 421, 77th Cong. and Pub. Law 729, 77th Cong.; E.O. 9250, 7 F.R. 7871)

Issued this 10th day of November 1942.

LEON HENDERSON,  
Administrator.

[F. R. Doc. 42-11740; Filed, November 10, 1942; 2:27 p. m.]

## PART 1351—FOOD AND FOOD PRODUCTS

[Temporary MPR 22; Amendment 5]

## CERTAIN ESSENTIAL FOOD PRODUCTS

A statement of the considerations involved in the issuance of this amendment has been issued simultaneously herewith and filed with the Division of the Federal Register.\*

A new paragraph (c) has been added to § 1351.801; subparagraph (1) of § 1351.803 (a) is amended and new subparagraphs (4) and (5) are added; § 1351.811 is amended; and new paragraph (e) is added to § 1351.814 to read as set forth below:

§ 1351.801 *Purpose of this regulation.* \* \* \*

(c) The Provisions of paragraph (b) of this section shall not be applicable to any war procurement agency or any contracting or paying finance officer thereof, and any such agency or contracting or paying finance officer shall be relieved of any and every liability, civil or criminal, imposed by this Temporary Maximum Price Regulation No. 22 or by the Emergency Price Control Act of 1942, as amended. "War Procurement Agency" as used in this paragraph includes the War Department, the Department of the Navy, the United States Maritime Commission, and the Lend-Lease Section of the Procurement Division of the Treasury Department, or any agency of the foregoing.

§ 1351.803 *Exempt sales.* (a) This Temporary Maximum Price Regulation No. 22 shall not apply to the following:

(1) Sales and deliveries made directly by a farmer of any listed food products produced on his farm. However, this Temporary Maximum Price Regulation No. 22 shall apply to a sale or delivery by a farmers' cooperative, whether as agent or otherwise, and to a sale or delivery directly by a farmer of any listed food products to an ultimate consumer if during the preceding month the farmer's sales to ultimate consumers of all food

\*Copies may be obtained from the Office of Price Administration.

17 F.R. 1203, 1600, 1836, 2132, 3746, 4584, 5513, 6468, 8200.

17 F.R. 7914, 8023, 8197, 8358, 8595.



products produced on his farm exceeded \$75.

(4) Sales, deliveries or transactions in connection with any listed food product which may be exempted by the following sections of Revised Supplementary Regulation No. 4, as well as amendments to them, and such sections and amendments are hereby made applicable to every person selling listed food products:

(i) § 1499.29 (a) (5) (Developmental contracts).

(ii) § 1499.29 (a) (6) (Secret contracts).

(iii) § 1499.29 (a) (7) (Emergency purchases).

(iv) § 1499.29 (a) (15) (Sales or deliveries by the War Department or the Department of the Navy through such Departments' sales stores).

(5) Sales or deliveries by hotels, restaurants, soda fountains, bars, cafes or other similar establishments of listed food products prepared and sold for consumption on the premises.

§ 1351.811 *Relation to other maximum price regulations.* The provisions of this Temporary Maximum Price Regulation No. 22 shall not apply to any sale or delivery of a listed food product for which a maximum price is in effect on October 5, 1942, under the provisions of any other price regulation, including the General Maximum Price Regulation, issued by the Office of Price Administration: *Provided, however,* That the following sections of the General Maximum Price Regulation, as well as the amendments to them, shall be applicable to every person selling a listed food product:

(1) *Determination of maximum prices by sellers at retail operating more than one retail establishment.* (§ 1499.4a) In applying § 1499.4a of the General Maximum Price Regulation, the base period of September 28, 1942 to October 2, 1942, inclusive, shall be substituted for the period of March, 1942 used therein.

(2) *Adjustment of maximum prices in cases of special deals* (§ 1499.4b).

(3) *Transfers of business or stock in trade* (§ 1499.5).

(4) *Federal and state taxes* (§ 1499.7). In applying § 1499.7 of the General Maximum Price Regulation, the base period of September 28, 1942, to October 2, 1942, inclusive, shall be substituted for the period of March, 1942 used therein, and the date October 2, 1942, shall be substituted for the date March 31, 1942.

(5) *Sales slips and receipts* (§ 1499.14).

(6) *Registration* (§ 1499.15).

(7) *Licensing* (§ 1499.16).

§ 1351.814 *Effective dates of amendments.*

(e) Amendment No. 5 to Temporary Maximum Price Regulation No. 22 (§§ 1351.801 (c), 1351.803 (a) (1), 1351.803 (a) (4), 1351.803 (a) (5), and 1351.811) shall become effective November 16, 1942.

(Pub. Laws 421, 729, 77th Cong., E.O. 9250, 7 F.R. 7871)

Issued this 10th day of November 1942.

LEON HENDERSON,  
Administrator.

[F. R. Doc. 42-11734; Filed, November 10, 1942; 12:08 p. m.]

#### PART 1360—MOTOR VEHICLES AND MOTOR VEHICLE EQUIPMENT

[Rationing Order 2A, Amendment 19]

##### NEW PASSENGER AUTOMOBILE RATIONING REGULATIONS

A rationale for the issuance of this amendment has been issued simultaneously herewith and has been filed with the Division of the Federal Register.\*

In § 1360.310 new paragraphs (l), (m) and (n) are added; a new § 1360.364 is added; § 1360.363 (a) and § 1360.372 (h) are amended as set forth below:

##### Definitions

§ 1360.310 *Definitions.* \* \* \* (l)

"Taxicab" means any passenger automobile operated by a taxi driver in the call and demand transportation of passengers for compensation to and from points chosen or designated by the passenger, and not operated on a fixed schedule, between fixed termini, or over scheduled routes.

(m) "Taxi driver" means an individual to whom a license permit, or other grant of authority has been issued by a government agency authorizing him to engage in the transportation of passengers by taxicab and includes an individual who, in good faith, was so engaged on September 1, 1942 in a community where no such license, permit or other grant of authority was required.

(n) "Taxicab rental company" means any person regularly engaged in the business of leasing taxicabs to taxi drivers.

##### Transfers without Certificates

§ 1360.363 *Procedure for transfers under §§ 1360.361 and 1360.362—(a) Documents required.* Any person receiving a transfer made pursuant to §§ 1360.361 or 1360.362 shall fill out and execute in quadruplicate Form R-203 (Revised) issued by the Office of Price Administration giving the information required by the Form and obtaining the necessary supporting statement required on the form. The transferor, upon delivery of the automobile, shall retain for himself one copy of Form R-203 (Revised).

§ 1360.364 *Persons eligible to lease for use as a taxicab.* A taxi driver may lease a new passenger automobile from a taxicab rental company if such automobile

(a) is licensed by the taxicab rental company for use as a taxicab; and

(b) will be operated by the lessee exclusively as a taxicab either

(1) in the locality designated by the lessor in his application Form R-213 for a certificate pursuant to which such automobile was acquired by him; or

\*Copies may be obtained from the Office of Price Administration.

<sup>1</sup> 7 F.R. 1542, 1647, 1756, 2108, 2242, 2305, 2903, 3097, 3482, 4343, 5484, 6049, 6082, 6424, 6601, 6775, 6964, 7149, 8808, 8895.

(2) in any other case in the locality customarily serviced by taxicabs licensed by the lessor; or

(3) in any other area in which the Office of Defense Transportation has authorized the operation of such taxicab.

(c) This section provides only for the lease of a new passenger automobile for use as a taxicab and does not otherwise authorize a transfer of such new passenger automobile.

##### Persons Eligible to Acquire New Passenger Automobiles by Transfer With Certificates

§ 1360.372 *Eligibility classification.* \* \* \*

(h) Persons, including taxicab rental companies, who require new passenger automobiles to replace taxicabs owned by them and operated pursuant to Certificates of War Necessity issued by the Office of Defense Transportation but no longer adequate for such use, or to provide such additional taxicabs as may be authorized by special or general permits issued by the Office of Defense Transportation.

(1) An applicant described in this paragraph may obtain a certificate if he submits with his application

(i) the Certificate of War Necessity for the taxicab to be replaced, or if the application is for an additional taxicab, a special or general permit issued by the Office of Defense Transportation authorizing such addition; and

(ii) a signed statement that he has complied with all the applicable Orders of the Office of Defense Transportation and that the new passenger automobile will be used exclusively in the manner specified by the Office of Defense Transportation in its regulation of taxicabs and taxi service.

(2) A certificate may not be granted under this paragraph for a new passenger automobile which will be operated as a rent-a-car or will be otherwise leased or rented for private use rather than for use as a taxicab.

##### Effective Dates

§ 1360.442 *Effective dates of amendments.* \* \* \*

(s) Amendment No. 19 (§§ 1360.310, 1360.363, 1360.364, 1360.372) to Rationing Order No. 2A shall become effective November 14, 1942.

(Pub. Law 421, 77th Cong., W.P.B. Dir. No. 1, Supp. Dir. No. 1-A, 7 F.R. 562, 698, 1493)

Issued this 10th day of November 1942.

LEON HENDERSON,  
Administrator.

[F. R. Doc. 42-11735; Filed, November 10, 1942; 12:06 p. m.]

#### PART 1394—RATIONING OF FUEL AND FUEL PRODUCTS

[Ration Order 11, Amendment 3]

##### FUEL OIL RATIONING REGULATIONS

A rationale for this amendment has been issued simultaneously herewith and

<sup>1</sup> 7 F.R. 8480.



has been filed with the Division of the Federal Register.\*

Every reference in Ration Order No. 11 to Class 4, 5 or 6 coupon sheets is hereby amended to read "Class 3 coupon sheets"; in § 1394.5603 the phrase "November 1, 1942" is amended to read "November 23, 1942"; a new § 1394.5270 is added; a new paragraph (j) is added to § 1394.5801; a new paragraph (c) is added to § 1394.5902; and paragraph (b) of § 1394.5604, paragraph (b) of § 1394.5653 and subparagraph (5) of paragraph (b) of § 1394.5655 are amended as set forth below:

#### Heat and Hot Water Rations

§ 1394.5270 *Rations for space heaters in premises other than private dwellings: special cases.* Notwithstanding the provisions of paragraph (c) of § 1394.5261:

(a) The allowable ration for heating residential premises other than a private dwelling by means of a space heater may, at the option of the applicant, be determined in accordance with subparagraph (3) of paragraph (a) and paragraph (b) of § 1394.5256, where the certifications required by § 1394.5253 cannot, for good cause, be obtained.

(b) The allowable ration for furnishing domestic hot water to such premises, by means of a space heater may, at the option of the applicant, be determined in accordance with provisions of § 1394.5259, where the certifications required by § 1394.5253 cannot, for good cause, be obtained.

(c) Application for a ration pursuant to this section shall be made on Form OPA R-1100. The applicant shall supply the information required by that form, except that he need not supply the certifications required by paragraph (b) of § 1394.5255 or paragraph (b) of § 1394.5260.

#### Restrictions on Use of Rations and Fuel Oil

§ 1394.5604 *Redemption of coupon notes.* \* \* \*

(b) Within thirty (30) days after the effective date of this Ration Order No. 11, every person who executed a coupon note pursuant to Limitation Order L-56, as amended (or who was required to execute such a note by the provisions of that order), shall surrender to the person to whom the note was given (or was required to be given) coupons or other evidences, or Delivery Receipts, acquired by such person in accordance with the provisions of Ration Order No. 11, equal in gallonage value to the number of gallons for which such notes were executed (or required): *Provided*, That a primary supplier need not so surrender evidences in connection with transfers of fuel oil from another primary supplier. At the time of such surrender, the person to whom the coupons, evidences or delivery receipts are surrendered shall make the entries required by § 1394.5653 or § 1394.5655, as the case may be.

\*Copies may be obtained from the Office of Price Administration.

#### Restrictions on Transfers to and by Consumers

§ 1394.5653. *Transfers to consumers in exchange for coupons.* \* \* \*

(b) The transferor must require presentation of the coupon sheet at the time of the transfer and must, at such time, detach therefrom coupons equal in gallonage value to the amount of fuel oil transferred, except that if delivery is made in the absence of the transferee or his agent, or by common or contract carrier or pipeline, the transferee shall, within seventy-two (72) hours after such transfer, forward the coupon sheet to the transferor and the transferor shall detach therefrom coupons equal in gallonage value to the amount of fuel oil transferred. After detaching such coupons, the transferor shall return the coupon sheet to the transferee.

§ 1394.5655 *Transfers to consumers in exchange for acknowledgments of delivery and delivery receipts.*

(b) \* \* \* (5) At the time of transfer, both the transferee and the transferor shall sign the Delivery Receipt, after entering thereon the date of the transfer and the amount of residual oil transferred. The transferor shall then enter such date and amount on the Delivery Receipt stub; he shall thereupon deduct the amount of the transfer from the balance shown on such stub and shall enter the new balance both on that stub and on the stub attached to the Delivery Receipt (if any) bearing the next higher serial number. Both the transferor and the transferee shall then certify as to the accuracy of the entries made by signing the stub. The receipt shall then be detached by the transferor and the stub retained by the transferee. Where delivery of residual oil is made in the absence of the transferee or his agent, or by common or contract carrier or pipeline, the transferee shall, within seventy-two (72) hours after such transfer, execute a Delivery Receipt in the manner required above and forward it to the transferor with its stub attached, for the certification and entries hereinabove required; the transferor shall make such entries, detach the receipt and return the stub to the transferee.

#### Prohibitions

§ 1394.5801 *Prohibitions.* \* \* \*

(j) No person shall, in any application, record, report, certificate or other document made pursuant to or required by the terms of Ration Order No. 11, make any untrue statement of any fact, or omit to state any fact required to be stated therein or necessary to make the statements therein not misleading.

§ 1394.5902 *Effective date of corrections and amendments.* \* \* \*

(c) Amendment No. 3 (§ 1394.5270, 1394.5603, 1394.5604 (b), 1394.5653 (b), 1394.5655 (b) (5), 1394.5801 (j)) to Ration Order No. 11 shall become effective on November 14, 1942.

(Pub. Law 671, 76th Cong., 3d sess., as amended by Pub. Law 89, 77th Cong., 1st

sess., and by Pub. Law 507, 77th Cong., 2d sess.; Pub. Law 421, 77th Cong., 2d sess.; W.P.B. Directive No. 1, 7 F.R. 562. Supp. Directive No. 1-0, 7 F.R. 8418; Executive Order No. 9125, 7 F.R. 2719)

Issued this 10th Day of November 1942.

LEON HENDERSON,  
Administrator.

[F. R. Doc. 42-11742; Filed, November 10, 1942; 2:27 p. m.]

#### PART 1499—COMMODITIES AND SERVICES

[Order 89 Under § 1499.18 (b) of GMPR]

##### STAYNER CORPORATION

Order 89 Under § 1499.18 (b) of the General Maximum Price Regulation—Docket No. GF3-2162.

For the reasons set forth in an opinion issued simultaneously herewith, it is ordered:

§ 1499.889 *Adjustment of maximum prices for sales of Stayner Citrates and Carbonates manufactured by Stayner Corporation.* (a) The maximum prices for the sale of Stayner Citrates and Carbonates by Stayner Corporation, 805 Allston Way, Berkeley, California, shall be the prices set forth below:

Sales in 4 ounce containers—\$2.50 per dozen units.

Sales in 8 ounce containers—\$3.60 per dozen units.

Sales in 16 ounce containers—\$6.00 per dozen units.

(b) All discounts, trade practices, and practices relating to the payment of shipping charges in effect in March 1942, on the sale by Stayner Corporation of Stayner Citrates and Carbonates shall apply to the maximum prices set forth in paragraph (a).

(c) The Stayner Corporation, with the first sale of Stayner Citrates and Carbonates to each purchaser after the issuance of this order, shall send a written notification to such purchaser in the following form:

The Office of Price Administration has permitted us to raise our maximum price for sales to you of Stayner Citrates and Carbonates from \$\_\_\_\_\_ to \$\_\_\_\_\_ (insert the appropriate figures according to the type of sale being made). This amount represents only that part of cost increases which we were unable to absorb and it was granted with the understanding that wholesale and retail prices would not be raised. The OPA has not permitted you or any other seller to raise maximum prices for sales of Stayner Citrates and Carbonates.

(d) This Order No. 89 may be revoked or amended by the Price Administrator at any time.

(e) This Order No. 89 (§ 1499.889) is hereby incorporated as a section of Supplementary Regulation No. 14 which contains modifications of maximum prices established by § 1499.2.

(f) This Order No. 89 (§ 1499.889) shall become effective November 11, 1942.

(Pub. Laws 421 and 729, 77th Cong.; E.O. 9250, 7 F.R. 7871)



Issued this 10th day of November 1942.

LEON HENDERSON,  
Administrator.

[F. R. Doc. 42-11741; Filed November 10, 1942;  
2:27 p. m.]

#### PART 1499—COMMODITIES AND SERVICES

[Order 90 Under § 1499.18 (b) of GMPR]

M. BROWN AND SON

Order 90 under § 1499.18 (b) of the General Maximum Price Regulation—M. Brown & Son, South Bend, Indiana—Docket No. GF3-1187.

For the reasons set forth in an opinion issued simultaneously herewith, *It is ordered:*

§ 1499.890 *Adjustment of maximum prices of natural oil of spearmint and redistilled oil of peppermint sold by M. Brown & Sons, South Bend, Indiana.* (a) M. Brown & Sons of South Bend, Indiana, may sell and deliver and any person may buy and receive from M. Brown & Sons the following commodities at prices no higher than those set forth below:

	Per pound
Natural oil of spearmint.....	\$3.50
Redistilled oil of peppermint.....	5.75

(b) All discounts, trade and freight allowances upon sales by M. Brown & Sons of the products referred to in paragraph (a) above, during March 1942, shall apply to the maximum prices set forth in paragraph (a).

(c) This Order No. 90 may be revoked or amended by the Price Administrator at any time.

(d) This Order No. 90 (§ 1499.890) is hereby incorporated as a section of Supplementary Regulation No. 14 which contains modifications of maximum prices established by § 1499.2.

(e) This Order No. 90 (§ 1499.890) shall become effective November 11th, 1942.

(Pub. Laws 421 and 729, 77th Cong.; E.O. 9250, 7 F.R. 7871.)

Issued this 10th day of November 1942.

LEON HENDERSON,  
Administrator.

[F. R. Doc. 42-11736; Filed, November 10, 1942;  
12:06 p. m.]

#### PART 1499—COMMODITIES AND SERVICES

[Order 107 Under § 1499.3 (b) of GMPR]

DRY-PACK CORPORATION

#### Correction

The document appearing on page 8698 of the issue for Wednesday, October 28, 1942, should have been designated as Order 107, not Order 7, under § 1499.3 (b) of the General Maximum Price Regulation.

#### PART 1428—SPONGES AND CHAMOIS

[MPR 267]

#### SPONGES

In the judgment of the Price Administrator the prices of sponges have risen to an extent and in a manner inconsistent with the purposes of the Emergency Price Control Act of 1942. The Price Administrator has ascertained and given due consideration to the prices of sponges prevailing between October 1 and October 15, 1941, and has made adjustments for such relevant factors as he has determined and deemed to be of general applicability. So far as practicable, the Price Administrator has advised and consulted with representative members of the industry which will be affected by this regulation.

In the judgment of the Price Administrator, the maximum prices established by this regulation are and will be generally fair and equitable and will effectuate the purposes of said Act. A statement of the considerations involved in the issuance of this regulation has been issued simultaneously herewith and has been filed with the Division of the Federal Register.\*

The maximum prices established herein are not below the average price of sponges in the year 1941.

Therefore, under the authority vested in the Price Administrator by the Emergency Price Control Act of 1942, as amended, and in accordance with Revised Procedural Regulation No. 1,<sup>1</sup> issued by the Office of Price Administration, Maximum Price Regulation No. 267 is hereby issued.

AUTHORITY: §§ 1428.1 to 1428.14, inclusive, issued under Pub. Laws 421 and 729, 77th Cong., E.O. 9250, 7 F.R. 7871.

§ 1428.1 *Prohibition against dealing in sponges at prices above the maximum.* On and after December 1, 1942, regardless of any contract, agreement, or other obligation, no packer, or agent or other person acting on behalf, or under the control, of such packer shall sell or deliver any sponges, and no person in the course of trade or business shall buy or receive from a packer any sponges at prices higher than those set forth in Appendix A hereof, incorporated herein as § 1428.13; and no distributor, or agent or other person acting on behalf, or under the control, of such distributor shall sell or deliver any sponges, and no person in the course of trade or business shall buy or receive from a distributor any sponges at prices higher than those set forth in Appendix B hereof, incorporated herein as § 1428.14; and no person shall agree, offer, solicit, or attempt to do any of the foregoing. The provisions of this section shall not be applicable to sales or deliveries of sponges to

a purchaser, if prior to December 1, 1942, such sponges have been received by a carrier, other than a carrier owned or controlled by the seller, for shipment to such purchaser.

§ 1428.2 *Conditional agreements.* No packer or distributor of sponges shall enter into an agreement permitting the adjustment of the prices to prices which may be higher than the maximum prices provided by § 1428.13 or § 1428.14, in the event that this Maximum Price Regulation No. 267 is amended or is determined by a court to be invalid or upon any other contingency: *Provided*, That if a petition for amendment has been duly filed, and such petition requires extensive consideration, the Administrator may grant an exception from the provisions of this section permitting the making of contracts adjustable upon the granting of the petition for amendment.

§ 1428.3 *Export sales.* The maximum price at which a person may export sponges shall be determined in accordance with the provisions of the Revised Maximum Export Price Regulation<sup>2</sup> issued by the Office of Price Administration.

§ 1428.4 *Less than maximum prices.* Lower prices than those set forth in § 1428.13 or § 1428.14 may be charged, demanded, paid, or offered.

§ 1428.5 *Evasion.* The price limitations set forth in this Maximum Price Regulation No. 267 shall not be evaded, whether by direct or indirect methods, in connection with an offer, solicitation, agreement, sale, delivery, purchase, or receipt of, or relating to sponges, alone or in conjunction with any other commodity or by way of any commission, service, transportation, or other charge, or discount, premium, or other privilege, or by tying agreement or other trade understanding or by changing the selection, sorting, or grading or the style of trimming or of packaging sponges.

§ 1428.6 *Records and reports.* (a) Every person subject to this regulation who sold during 1941 any sponges other than Rock Island wool sponges, yellow sponges, or Florida grass sponges, or any sponge trimmings, sewn sponges, sponge bags, or other articles designed to serve the same purpose as sponges of which the principal ingredient in value consists of sponges or parts of sponges, shall file with the Office of Price Administration, Washington, D. C., on or before December 1, 1942, a sworn statement listing and describing any such commodities sold and setting forth the average price charged for each such commodity delivered during 1941 to purchasers of the same class.

(b) Every person subject to this regulation making a purchase or sale of sponges in the course of trade or business,

\*Copies may be obtained from the Office of Price Administration.

<sup>1</sup> 7 F.R. 8961.

<sup>2</sup> 7 F.R. 5059, 7242, 8829.



or otherwise dealing therein, after November 30, 1942, shall keep for inspection by the Office of Price Administration for so long a time as the Emergency Price Control Act of 1942 remains in effect, complete and accurate records of each such purchase or sale, showing the date thereof, the name and address of the buyer and of the seller, the price contracted for or received, the quantity and a description of the type, grade, and size or count of sponges.

(c) Such persons shall submit such reports to the Office of Price Administration and keep such other records in addition to or in place of the records required in paragraphs (a) and (b) of this section as the Office of Price Administration may from time to time require.

**§ 1428.7 Licensing; applicability of the registration and licensing provisions of the General Maximum Price Regulation.** The registration and licensing provisions of §§ 1499.15 and 1499.16 of the General Maximum Price Regulation<sup>1</sup> are applicable to every distributor of sponges and to every packer who sells sponges to any jobber of sponges or to any retailer of sponges.

**§ 1428.8 Enforcement.** (a) Persons violating any provision of this Maximum Price Regulation No. 267 are subject to the criminal penalties, civil enforcement actions, license suspension proceedings, and suits for treble damages provided for by the Emergency Price Control Act of 1942.

(b) Persons who have evidence of any violation of this Maximum Price Regulation No. 267 or any price schedule, regulation, or order issued by the Office of Price Administration or any act or practices which constitute such a violation are urged to communicate with the nearest district, state, field or regional office of the Office of Price Administration or its principal office in Washington, D. C.

**§ 1428.9 Petitions for amendment or exception.** (a) Persons seeking modification of any provision of this Maximum Price Regulation No. 267 or an adjustment or exception not provided for therein may file petitions for amendment in accordance with the provisions of Revised Procedural Regulation No. 1, issued by the Office of Price Administration.

(b) Any distributor of sponges may, within a period of three months after the effective date of this regulation, file a petition for exception from the provisions of paragraphs (b) or (c) of § 1428.14, in the event that those paragraphs fail to reflect his differential pricing practices for different classes of purchasers. Such petition shall be filed in accordance with the provisions of Revised Procedural Regulation No. 1, issued by the Office of Price Administration, and shall state that the petitioner's treatment of different classes of purchasers

does not conform in substance with the differential pricing practices incorporated in paragraphs (b) or (c) of § 1428.14 and shall set forth the petitioner's system of price differentials in sufficient detail and with sufficient precision to permit segregation of customers into the classes recognized by petitioner and the application to each purchaser of the appropriate differential pricing arrangement so that the maximum price which may be charged such purchaser can be computed from the base price specified in paragraph (a) of § 1428.14. If, from the petition or from further evidence furnished in support thereof upon request, it appears that a difference in fact exists between petitioner's differential pricing practices and those incorporated in paragraphs (b) or (c) of § 1428.14, the Office of Price Administration shall enter an order excepting the petitioner from the operation of those paragraphs and permitting the petitioner to charge to different classes of purchasers differential prices which shall be related to the base prices specified in paragraph (a) of § 1428.14 in substantial conformity with the petitioner's own prior practices respecting differential pricing.

**§ 1428.10 Applicability of General Maximum Price Regulation.** The provisions of this Maximum Price Regulation No. 267 supersede the provisions of the General Maximum Price Regulation, except as provided in § 1428.14 hereof, with respect to sales and deliveries for which maximum prices are established by this regulation.

**§ 1428.11 Definitions.** (a) When used in this Maximum Price Regulation No. 267 the term:

(1) "Person" includes an individual, corporation, partnership, association, any other organized group of persons, legal successor, or representative of any of the foregoing, and includes the United States, any agency thereof, any other government, or any of its political subdivisions, and any agency of any of the foregoing.

(2) "Sponge" means the skeleton of any marine animal of the genera *Spongia*, *Euspongia*, or *Hippospongia*, cleaned and processed in such manner as to be commercially saleable. Unless the context otherwise requires, the term "sponge" when used in this regulation, shall be deemed to include sponge trimmings, sewn sponges, sponge bags, or other articles designed to serve the same purpose as sponges, of which the principal

ingredient in value consists of sponges or parts of sponges.

(3) "Packer" means a person who buys sponges on any established sponge exchange and recleans, grades, sorts, trims, and packs them. Every person shall be deemed a packer as to any sponges so acquired and so treated by him, although he handles other sponges as a distributor.

(4) "Distributor" means a person other than a jobber or a retailer, who buys sponges from a packer or from a seller located outside the limits of the continental United States for resale in usual trade channels. No person shall be deemed a distributor as to any sponges bought by him on an established sponge exchange.

(5) "Jobber" means any person who in 1941 was treated by the seller as a jobber, as evidenced by price quotations and business correspondence, and any other person conducting a business of substantially identical character.

(6) "Size group" refers to the practice of classifying and valuing sponges according to the number of sponges per pound. As to each type or grade of sponges, any item of the following series, which is commonly employed in quoting and selling sponges of that grade or class shall be considered a distinct size group: 1/2, 2s, 3s, 3s, 4s, 4/6, 6/8, 8s, 8/10, 10/12, 12s, 12/16, 16/20 and 20/30. Each such symbol refers to the sponge count per pound, e. g. 6/8 signifies six to eight sponges to the pound.

(7) "Bale" means a lot, ranging from twenty-five to fifty-five pounds in weight, of sponges corresponding in the bulk to any of the descriptions specified in the right hand column of the table of prices set out in §§ 1428.13 and 1428.14, and being in a single size group, if of a description for which different prices are quoted for different size groups in the table of prices, packed in the manner usual in the trade.

**§ 1428.12 Effective date.** This Maximum Price Regulation No. 267 (§§ 1428.1 to 1428.14, inclusive) shall become effective December 1, 1942.

**§ 1428.13 Appendix A: Maximum packer's prices for sponges.** (a) The prices set forth below are maximum prices per pound for sponges, f. o. b. packing plant. The maximum prices are gross prices for sales to distributors and the seller shall deduct therefrom his customary allowances or discounts related to the quantity of sponges sold or the time of payment.

TABLE OF PRICES

	1/10	10/12	10/16	12/20	16/20	20/30	Mixed	All sizes
Rock Island wool, #1, B, C forms and cuts mixed	\$10.50	\$9.60		\$8.90				
Rock Island wool, #1 & B forms	11.25	10.25		9.50				
Rock Island wool, #1 cuts	11.25	10.00		9.25				
Rock Island wool, C forms, B cuts	9.80	9.00		8.50				
Rock Island wool, #2	8.75	8.50		8.00		\$7.50		
Rock Island wool, #3	7.65		\$7.00		\$6.50	6.50		
Rock Island wool, #4								\$5.00
Florida Yellow, #1 and #2	5.15		5.15		4.90	4.90	\$5.00	
Florida Yellow, #3							3.50	
Florida Yellow, #4							1.80	
Florida Grass, #1 and #2								4.10
Florida Grass, #3								2.80
Florida Grass, #4								1.45

<sup>1</sup> 7 F.R. 3153, 3330, 3666, 3990, 3991, 4339, 4487, 4659, 4738, 5027, 5276, 5192, 5365, 5445, 5565, 5434, 5775, 5784, 5783, 6058, 6081, 6007, 6216, 6615, 6794, 6959, 7093, 7322, 7454, 7758, 7913, 8431.



(b) The maximum prices for sales of sponges by packers to jobbers shall be 120 per centum of the prices specified for each type, size, and grade of sponges in paragraph (a), and the maximum prices for sales of sponges by packers to retailers shall be 130 per centum of the prices specified for each type, size, and grade of sponges in paragraph (a). The seller shall deduct therefrom his customary allowances or discounts related to the quantity of sponges sold or the time of payment.

(c) The maximum prices for sales by packers of types of sponges other than Rock Island wool, yellow, and Florida grass or of sponge trimmings shall be

125 per centum of the average price charged by the seller in 1941 to purchasers of the same class for sponges or trimmings of the same kind, grade, or condition.

§ 1428.14 *Appendix B: Maximum distributor's prices for sponges.* (a) The prices set forth below are maximum prices per pound for sponges, f. o. b. cars at the locality of the distributor's warehouse, when sold in bales. The maximum prices are gross prices and the seller shall deduct therefrom his customary allowances or discounts related to the quantity of sponges sold or the time of payment.

TABLE OF PRICES

	1/10	10/12	10/16	12/20	16/20	20/30	Mixed	All sizes
Rock Island wool, #1, B & C forms and cuts mixed	\$12.90	\$11.75		\$10.95				
Rock Island wool, #1 & B forms	13.75	12.60		11.65				
Rock Island wool, #1 cuts	13.75	12.30		11.35				
Rock Island wool, C forms, B cuts	12.00	11.00		10.40				
Rock Island wool, #2	10.75	10.30		9.70		\$9.10		
Rock Island wool, #3	9.30		8.50		7.90	7.90		
Rock Island wool, #4								6.10
Florida Yellow, #1 and #2	6.25		6.25	5.95	5.95			6.10
Florida Yellow, #3							4.25	
Florida Yellow, #4							2.20	
Florida Grass, #1 and #2								5.00
Florida Grass, #3								3.40
Florida Grass, #4								1.80

(b) Except where a petition for exception under paragraph (b) of § 1428.9 has been allowed, the maximum prices for sales of sponges by weight in lots of less than a bale shall be the price per pound obtained by adding to the prices specified for each type, size, and grade of sponges, in paragraph (a) of this section, (1) for sales in lots of ten pounds or more of a single type, size, and grade of sponges, fifteen cents per pound, or (2) for sales in lots of less than ten pounds of a single type, size, and grade of sponges, twenty per centum of the price specified in paragraph (a).

(c) Except where a petition for exception under paragraph (b) of § 1428.9 has been allowed, the maximum price for sales of sponges in any case where the contract or order specified the quantity by number rather than by weight shall be:

(1) In case the aggregate weight of the sponges is 10 pounds or less, the price obtained by dividing the price per pound for sponges of that description and size group, computed pursuant to the provisions of paragraph (b), by the "appropriate divisor";

(2) In case the aggregate weight is between 10 pounds and 25 pounds, 107 per centum of the price obtained by dividing the price per pound for sponges of that description and size group, computed pursuant to the provisions of paragraph (b), by the "appropriate divisor";

(3) In case the aggregate weight is 25 pounds or over, 107 per centum of the price obtained by dividing the price per pound for sponges of that description and size group, specified by the provisions of paragraph (a) by the "appropriate divisor."

The "appropriate divisor" shall be:

1½ for sponges in the size group 1/2s, 2½ for sponges in the size group 2/3s, 3½ for

sponges in the size group 3/4s, 5 for sponges in the size group 4/6s, 7 for sponges in the size group 6/8s, 9 for sponges in the size group 8/10s, 11 for sponges in the size group 10/12s, 14 for sponges in the size group 12/16s, 18 for sponges in the size group 16/20s, 25 for sponges in the size group 20/30s, and for sponges in the size groups 2s, 3s, 4s, 8s and 12s, 2, 3, 4, 8, and 12 respectively.

(d) The maximum prices for sales by distributors of types of sponges other than Rock Island wool, Florida yellow, and Florida grass or of sponge trimmings, sewn sponges, sponge bags, or other articles designed to serve the same purpose as sponges of which the principal ingredient in value consists of sponges or parts of sponges, shall be 125 per centum of the average price charged in 1941 to purchasers of the same class for sponges, trimmings, or articles made in whole or in part of sponges, of the same kind, grade, or condition.

Issued this 11th day of November 1942.

LEON HENDERSON,  
Administrator.

[F. R. Doc. 42-11784; Filed, November 11, 1942;  
12:02 p. m.]

#### PART 1499—COMMODITIES AND SERVICES [Order 91 Under § 1499.18 (b) of GMPR]

M'KESSON AND ROBBINS, INC.

For reasons set forth in an opinion issued simultaneously herewith, *It is ordered:*

§ 1499.891 *Adjustment of maximum prices for sales of Menthol by McKesson and Robbins, Incorporated, Chattanooga, Tennessee.* (a) The maximum prices for sales of Menthol by McKesson and Robbins, Incorporated, Chattanooga, Tennessee, shall be \$1.21 per ounce for sales in lots of less than one-fourth

pound, and \$4.57 per quarter pound for sales in lots of one-fourth pound or more.

(b) All discounts, allowances, and trade practices in effect with respect to sales of Menthol by McKesson and Robbins, Incorporated, of Chattanooga, Tennessee, during March 1942 shall remain in effect under this Order No. 91.

(c) At the time of the first delivery of Menthol made to each purchaser at a price determined under this Order No. 91, McKesson and Robbins, Incorporated, Chattanooga, Tennessee, shall furnish each such purchaser with the following notice:

The Office of Price Administration has permitted us to raise our maximum price to you of Menthol from \$0.60 per ounce for sales in lots of less than one-fourth pound, and \$1.96 per one-fourth pound for sales in lots of one-fourth pound or more, to \$1.21 per ounce and \$4.57 per one-fourth pound respectively. This increase represents only that part of cost increase which we were unable to absorb, and it was granted with the understanding that other price increases would not be caused thereby. The Office of Price Administration has not permitted you or any other purchaser of this product from us to raise any maximum price by reason of our increased price to you.

(d) All prayers of the applicant not granted herein are denied.

(e) This Order No. 91 may be revoked or amended by the Price Administrator at any time.

(f) This Order No. 91 (§ 1499.891) is hereby incorporated as a section of Supplementary Regulation No. 14, which contains modifications of maximum prices established by § 1499.2.

(g) This Order No. 91 (§ 1499.891) shall become effective November 12, 1942.

(Pub. Laws 421 and 729, 77th Cong.; E.O. 9250, 7 F.R. 7871)

Issued this 11th day of November 1942.

LEON HENDERSON,  
Administrator.

[F. R. Doc. 42-11786; Filed, November 11, 1942;  
11:59 a. m.]

#### PART 1499—COMMODITIES AND SERVICES

[Order 92 Under § 1499.18 (b) of GMPR]

PHILADELPHIA WHOLESALE DRUG COMPANY

Order No. 92 under § 1499.18 (b) of the General Maximum Price Regulation—Docket No. GF3-735.

For the reasons set forth in an opinion issued simultaneously herewith, *It is ordered:*

§ 1499.892 *Adjustment of maximum prices for sales of certain specified products by Philadelphia Wholesale Drug Company.* (a) The maximum prices for the sale of the following products by Philadelphia Wholesale Drug Company, Philadelphia, Pennsylvania, shall be the prices set forth below:

Kil-Ve, 3 oz	\$3.53 per dozen
Kil-Ve, 6 oz	6.03 per dozen
Mentho-Laxene	8.16 per dozen
Electric lamp carbon #68	11.18 Box of ten
Ear douche Weiss Lucas	1.09 per dozen
Therapogen, 8 oz	9.24 per dozen
Mop bucket w/wringer	34.75 per dozen
Wash cloths #979	.86 per dozen
Jergen's Ben Hur perfume, #565	.84 per dozen



Hudson Bantam sprayers	
F-2½	\$1.12 per dozen
Daggett & Ramsdell Golden	
Cleansing Cream, \$1.00	
size	9.63 per dozen
Gasoda, 2 oz.	2.49 per dozen
Goggles #2,000	2.71 per dozen
Brushes Bath Pep	3.50 per dozen

(b) All discounts, trade practices, and practices relating to the payment of shipping charges in effect during March 1942 on the sale by Philadelphia Wholesale Drug Company of the products referred to in paragraph (a) shall apply to the maximum prices set forth in paragraph (a).

(c) Philadelphia Wholesale Drug Company, upon the first sale to each purchaser of any product listed in paragraph (a) after the effective date of this Order, shall send a written notification to such purchaser in the following form:

The Office of Price Administration has permitted us to raise our maximum price for sales to you of (insert name of product) from \$----- to \$----- (insert the amounts applicable to that particular product). This amount represents only that part of cost increases which we were unable to absorb and it was granted with the understanding that retail prices would not be raised. The OPA has not permitted you or any other seller to raise maximum prices for sales of (insert name of product).

(d) All prayers of the applicant not granted herein are denied.

(e) This Order No. 92 may be revoked or amended by the Price Administrator at any time.

(f) This Order No. 92 (§ 1499.892) is hereby incorporated as a section of Supplementary Regulation No. 14 which contains modifications of maximum prices established by § 1499.2.

(g) This Order No. 92 (§ 1499.892) shall become effective November 12, 1942.

(Pub. Laws 421 and 729, 77th Cong.; E.O. 9250, 7 F.R. 7871)

Issued this 11th day of November 1942.

LEON HENDERSON,  
Administrator.

[F. R. Doc. 42-11787; Filed, November 11, 1942; 11:56 a. m.]

#### PART 1499—COMMODITIES AND SERVICES

[Order 90, Amendment 1, Under § 1499.3 (b) of GMPR]

##### KRAFT CHEESE COMPANY

For the reasons set forth in an opinion issued simultaneously herewith, *It is ordered:*

Amended: § 1499.954<sup>1</sup> (a), (b), and (d).

Added: § 1499.954 (g), (h), and (i).

§ 1499.954 *Authorization of maximum prices for sales of Phenix Mushroom Soup, 2 ounce package of dehydrated soup mix, by Kraft Cheese Company of Chicago, Illinois, by authorized distributors and by retailers.* (a) On and after November 12, 1942, the maximum price for sale by Kraft Cheese Company, having its principal place of business in Chicago, Illinois, and by its au-

thorized distributors, of Phenix Mushroom Soup, 2 ounce packages of dehydrated soup mix, shall be the list price of \$1.19 per dozen packages to retailers delivered at purchasers' customary receiving points subject to the customary quantity discounts applying to Dainty Noodle Soup.

(b) A seller at retail shall determine his maximum selling price of Phenix Mushroom Soup by adding to his net cost of this product a markup of 33½% of his net cost, except that the maximum selling price at retail so determined shall not exceed 13 cents per 2 ounce package. If the price so determined is a fractional cent price and the fraction of a cent is less than one-half of a cent, the price shall be lowered to the next lower cent. If the fraction is one-half cent or larger, the retailer is permitted to increase his maximum price to the next larger cent.

Net cost as used in this paragraph shall be the retailer's invoice cost of Phenix Mushroom Soup based on the purchase of a customary quantity of this type of item delivered at his customary receiving point less all discounts, allowances and free deals, except cash discount for prompt payment. Net cost shall not include unloading charges or charges for local cartage.

(d) Kraft Cheese Company shall distribute or cause to be distributed at the time of or before the initial sale to each retailer purchasing Phenix Mushroom Soup from said company or from an authorized distributor or shall print on, include in or securely attach to each shipping case for a period of three months after the initial offering of this product written notice as follows:

The Office of Price Administration has authorized us and our authorized distributors to sell Phenix Mushroom Soup to retailers at maximum delivered selling prices of \$1.19 per dozen 2 ounce packages, subject to customary quantity discounts applying to Dainty Noodle Soup.

As a retailer, you are to determine your maximum selling price of Phenix Mushroom Soup by adding to your net cost of Phenix Mushroom Soup a 33½% markup on your net cost. Your maximum selling price so determined cannot exceed 13 cents per 2 ounce package.

Your "net cost" of Phenix Mushroom Soup is described by the Office of Price Administration Order as your invoice cost based on a purchase of a customary quantity of this type of item delivered at your customary receiving point less all discounts, allowances and free deals, except cash discount for prompt payment. Net cost shall not include unloading charges or charges for local cartage.

You are required to keep this notice for examination.

(g) On and after November 12, 1942, the maximum price for sale by Kraft Cheese Company of Phenix Mushroom Soup, shall be the net price to distributors of 95 cents per dozen 2 ounce packages delivered at purchasers' customary receiving points.

(h) Kraft Cheese Company shall mail at the time of or before each initial sale of Phenix Mushroom Soup to each distributor written notice of its maximum

prices and of the maximum prices for sales to retailers.

(i) Amendment No. 1 (§ 1499.954 (a) (b) (d) (g) (h) (i)) to Order No. 90 under § 1499.3 (b) of the General Maximum Price Regulation shall become effective November 12, 1942.

(Pub. Laws 421 and 729, 77th Cong.; E.O. 9250, 7 F.R. 7871.)

Issued this 11th day of November, 1942.

LEON HENDERSON,  
Administrator.

[F. R. Doc. 42-11785; Filed, November 11, 1942; 12:02 p. m.]

#### PART 1499—COMMODITIES AND SERVICES

[Order 134 Under § 1499.3 (b) of GMPR]

##### SOUTHERN STATES FOODS, INC.

For the reasons set forth in an opinion issued simultaneously herewith, *It is ordered:*

§ 1499.997 *Authorization of maximum prices for sales of Saucetti, a spaghetti dinner product packed to include dry spaghetti and a dry tomato sauce mix without cheese, by Southern States Foods, Incorporated, by wholesalers, and by retailers.* (a) On and after November 12, 1942, the maximum prices for sales by Southern States Foods, Incorporated, of Dallas, Texas, of Saucetti shall be:

\$1.50 per dozen 7½ ounce packages.

These prices shall include prepaid freight to purchasers' stations.

(b) Sellers at wholesale shall determine their maximum delivered selling prices of Saucetti by adding to their net cost of each size a maximum profit margin of 20% of this net cost. The maximum delivered prices so determined shall not exceed \$1.80 per dozen 7½ ounce packages. Where a maximum price per selling unit determined by the provisions of this paragraph is a fractional cent price and the fraction of a cent is less than one-half cent, the price per selling unit shall be lowered to the next lower cent. If the fraction is one-half cent or larger, the wholesaler is permitted to increase his maximum price per selling unit to the next higher cent.

"Net cost" for a wholesaler as mentioned in this paragraph shall be his invoice price for Saucetti delivered at his customary receiving point, less all discounts allowed him except discount for prompt payment. No charge or cost for unloading or local trucking shall be included in net cost.

(c) Sellers at retail shall determine their maximum selling price of Saucetti by adding to their net cost of each size a maximum profit margin of 33½% of this net cost. The maximum prices so determined shall not exceed 20 cents per 7½ ounce package. Where a maximum price per package determined by the provisions of this paragraph is a fractional cent price and the fraction of a cent is less than one-half cent, the price per package shall be lowered to the next lower cent. If the fraction is one-half cent or larger, the retailer is permitted

<sup>1</sup> 7 F.R. 8286.



to increase his maximum price per package to the next higher cent.

"Net cost" for a retailer as mentioned in this paragraph shall be his invoice price for Saucetti delivered to his customary receiving point less all discounts allowed him except the discount for prompt payment. No charge or cost for unloading or local trucking shall be included. Net cost for a retailer shall be based on a purchase of a customary quantity of this type of item from his customary supplier and on the customary mode of transportation.

(d) Wholesalers and retailers shall apply to their maximum selling prices for Saucetti the same discounts, allowances and price differentials which they customarily apply to comparable items of spaghetti dinner, unless a change in these customary discounts, allowances and price differentials results in lower selling prices.

(e) Southern States Foods, Incorporated, shall distribute or cause to be distributed at the time of or before each initial sale to all purchasers from this company of Saucetti written notice as follows:

The Office of Price Administration has authorized us by order to sell Saucetti for the following maximum prices delivered at purchasers' stations:

\$1.80 per dozen 7½ ounce packages.

The same Office of Price Administration Order authorizes wholesalers to determine their maximum delivered prices of Saucetti by adding to their net cost of each item a margin of profit of 20% of this net cost. Where a maximum price per selling unit so determined is a fractional cent price and the fraction of a cent is less than one-half cent, the price per selling unit shall be lowered to the next lower cent. If the fraction is one-half cent or larger, the wholesaler is permitted to increase his maximum price per selling unit to the next higher cent. Maximum prices determined by this procedure shall not exceed \$1.80 per dozen 7½ ounce package.

Wholesaler's net cost shall be his invoice price paid for Saucetti delivered to his customary receiving point less all discounts allowed except discount for prompt payment. No charge or cost for unloading or local trucking shall be included in net cost.

This order also requires us to print on, include in or securely attach to each shipping case of Saucetti for a period of three months after the original offering written notification to sellers at retail notifying them of the method for their determining their maximum selling prices of Saucetti. You, as a wholesaler, are not required to give similar notification to retailers with full shipping case sales. However, you are required on any broken case sales to provide the retailer with a copy of this retailer notification, if such broken case sale is an initial sale.

You are required to keep this notice for examination.

(f) Southern States Foods, Incorporated, shall print on, include in or securely attach to each shipping case of Saucetti for a period of three months after the initial offering of this product written notice as follows:

The Office of Price Administration has authorized for us and for wholesalers maximum selling prices of Saucetti, per dozen 7½ ounce packages.

As a retailer, you are to determine your maximum selling prices of Saucetti by adding to your net cost of each item a margin of

profit of 33⅓% of this net cost. Where a maximum price per package so determined is a fractional cent price and the fraction of a cent is less than one-half cent, the price per package shall be lowered to the next lower cent. If the fraction is one-half cent or larger, you are permitted to increase your price per package to the next higher cent.

Your maximum prices so determined shall not exceed 20 cents per 7½ ounce package.

Your net cost shall be your invoice price paid for Saucetti delivered to your customary receiving point less all discounts allowed except the discount for prompt payment. No charge or cost for unloading or local trucking shall be included. Your net cost shall be based on a purchase of a customary quantity of this type of item from your customary supplier and on the usual mode of transportation.

You are required to keep this notice for examination.

(g) This Order No. 134 may be revoked or amended by the Price Administrator at any time.

(h) This Order No. 134 (§ 1499.997) shall become effective as of November 12, 1942.

(Pub. Laws 421 and 729, 77th Cong.; E.O. 9250, 7 F.R. 7871)

Issued this 11th day of November 1942.

LEON HENDERSON,  
Administrator.

[F. R. Doc. 42-11788; Filed, November 11, 1942;  
11:59 a. m.]

#### PART 1499—COMMODITIES AND SERVICES

[Order 135 Under § 1499.3 (b) of GMPR]

GEORGE A. BREON & CO.

For the reasons set forth in an opinion issued simultaneously herewith, *It is ordered:*

§ 1499.998 *Approval of maximum prices for sales of doxychol tablets by George A. Breon & Company.* (a) On and after November 12, 1942, George A. Breon & Company, a corporation having its principal place of business in Kansas City, Missouri, may sell and deliver doxychol tablets and any person may buy doxychol tablets from George A. Breon & Company, at prices no higher than those hereinafter set forth:

Size of package	Maximum price per package
Bottle of 100 tablets.....	\$3.00
Bottle of 500 tablets.....	13.25
Bottle of 1,000 tablets.....	23.00

(b) George A. Breon & Company shall apply to the maximum prices set forth in paragraph (a) for its sales of doxychol tablets all quantity differentials, discounts for purchasers of different classes, trade practices, credit terms, practices relating to the payment of transportation costs, and any other customary discounts or allowances which were in effect in March, 1942, on its sales of dehydrocholic acid tablets.

(c) When used in this Order No. 135, the term:

(1) "Doxychol tablets" means a compressed tablet for medicinal use which contains three grains of dehydrocholic acid and one grain of desoxycholic acid,

(2) "Dehydrocholic acid tablets" means a compressed tablet for medical

use which contains three and three-quarters grains of dehydrocholic acid.

(d) This Order No. 135 may be revoked or amended by the Price Administrator at any time.

(e) This Order No. 135 (§ 1499.998) shall become effective on November 12, 1942.

(Pub. Laws 421 and 729, 77th Cong.; E.O. 9250, 7 F.R. 7871)

Issued this 11th day of November 1942.

LEON HENDERSON,  
Administrator.

[F. R. Doc. 42-11789; Filed, November 11, 1942;  
12:02 p. m.]

#### PART 1499—COMMODITIES AND SERVICES

[Order 136 Under § 1499.3 (b) of GMPR]

SPERRY FLOUR COMPANY

For the reasons set forth in an opinion issued simultaneously herewith, *It is ordered:*

§ 1499.999 *Authorization of a maximum price for sales of the 46 ounce rigid package of "Sperry Wheat Hearts", a farina type hot cereal with 20% added purified wheat germ, by Sperry Flour Company, Western Division of General Mills, Incorporated.* (a) On and after November 12, 1942, the maximum price for sale by Sperry Flour Company, Western Division of General Mills, Incorporated, having its principal place of business in San Francisco, California, of the 46 ounce rigid package of "Sperry Wheat Hearts", a farina type hot cereal with 20% added purified wheat germ, shall be \$3.55 per case of twelve packages, delivered to purchasers' stations.

(b) A seller at wholesale shall determine his maximum selling price for the 46 ounce rigid package of "Sperry Wheat Hearts" by adding to his net cost of this item a mark-up of 8% of that net cost. The maximum price so determined shall not exceed \$3.83 per case of 12 46 ounce packages. Where the maximum selling price per case so determined results in a fractional cent price and the fraction of a cent is less than one-half of a cent, the price shall be lowered to the next lower cent. If the fraction is one-half cent or larger, the seller is permitted to increase his maximum price to the next higher cent.

"Net cost" as used in this paragraph shall be a wholesaler's invoice cost of "Sperry Wheat Hearts" in the 46 ounce rigid package delivered at his customary receiving point, less all discounts, allowances and free deals except cash discount for prompt payment. Net cost shall not include the cost for unloading or local trucking.

(c) A seller at retail shall determine his maximum selling price of "Sperry Wheat Hearts" in the 46 ounce rigid package by adding to his net cost of this product a mark-up of 22% of his net cost. The maximum selling price so determined shall not exceed 39 cents per package. Where the maximum selling price per case so determined results in a fractional cent price and the fraction of a cent is less than one-half of a cent,



the price shall be lowered to the next lower cent. If the fraction is one-half cent or larger, the seller is permitted to increase his maximum price to the next higher cent.

"Net cost" as used in this paragraph shall be the retailer's invoice cost of "Sperry Wheat Hearts" in the 46 ounce rigid package delivered at his customary receiving point in a customary quantity of this type of item from a customary supplier and on the usual mode of transportation. He shall deduct from invoice cost all discounts, allowances and free deals except the discount for prompt payment. Net cost shall not include the cost for unloading or local trucking.

(d) No seller shall change his customary allowances, discounts or other price differentials applying to the prices of other packages of "Sperry Wheat Hearts" when making sales of the new 46 ounce size of "Sperry Wheat Hearts" unless such change shall result in a lower price.

(e) Sperry Flour Company before, or at the time of their first delivery to any wholesaler of "Sperry Wheat Hearts" in the 46 ounce package shall supply to such wholesaler a written statement as follows:

The Office of Price Administration has authorized a maximum delivered selling price of \$3.55 per case of 12 46 ounce rigid packages of "Sperry Wheat Hearts". You are authorized to establish your ceiling price per case of this item by multiplying your net cost by 1.08% (7.41% of the selling price).

We have included with each shipping case of "Sperry Wheat Hearts" in the 46 ounce rigid package a notice to retailers indicating the method for determining their maximum selling prices. If your initial sale of this item to any retailer is a split case sale, you are required to provide such retailer with a copy of the retailer notice.

Your net cost as a wholesaler shall be your invoice cost of "Sperry Wheat Hearts" in the 46 ounce rigid package delivered at your customary receiving point, less all discounts, allowances and free deals except cash discount for prompt payment. Net cost shall not include the cost for unloading or local trucking.

The Office of Price Administration requires that you keep this notice for examination.

(f) The Sperry Flour Company shall, before or at the time of the first delivery to a retailer, supply to such retailer, or shall for a period of three months after the effective date of this order, include in or securely attach to each shipping case a written statement as follows:

The Office of Price Administration has authorized a maximum selling price for "Sperry Wheat Hearts" in the 46 ounce rigid package, packed 12 to a case. You are authorized to establish your ceiling price per package of this 46 ounce rigid package of "Sperry Wheat Hearts" by multiplying your net cost by 1.22% (18.03% of the selling price).

Your net cost as a retailer shall be your invoice cost of "Sperry Wheat Hearts" in the 46 ounce rigid package delivered at your customary receiving point in a customary quantity of this type of item from a customary supplier and on the usual mode of transportation. You shall deduct from invoice cost all discounts, allowances and free deals except the discount for prompt payment. Net cost shall not include the cost for unloading or local trucking.

The Office of Price Administration requires that you keep this notice for examination.

(g) This Order No. 136 may be revoked or amended by the Price Administrator at any time.

(h) This Order No. 136 (§ 1499.999) shall become effective as of November 12, 1942.

(Pub. Laws 421 and 729, 77th Cong.; E.O. 9250, 7 F.R. 7871)

Issued this 11th day of November 1942.

LEON HENDERSON,  
Administrator.

[F. R. Doc. 42-11790; Filed, November 11, 1942; 11:59 a. m.]

#### PART 1499—COMMODITIES AND SERVICES

[Order 137 Under § 1499.3 (b) of GMPR]

##### STANLEY CHEMICAL COMPANY

The Stanley Chemical Company of East Berlin, Connecticut, has made application under § 1499.3 (b) of the General Maximum Price Regulation for specific authorization to determine maximum prices for "Haydenite Base Coat No. 66K-2156A and No. 66K-2214A" and "Haydenite Finish Coat No. 66K-2157A and No. 66K-2215A," respectively. Due consideration has been given to the application, and an opinion has been issued simultaneously herewith and filed with the Division of the Federal Register. For the reasons set forth in the opinion and under the authority vested in the Price Administrator by the Emergency Price Control Act of 1942, as amended, it is ordered:

§ 1499.1000 *Approval of maximum prices for Haydenite Base Coats and Haydenite Finish Coats manufactured by Stanley Chemical Company.* (a) On and after November 12, 1942, Stanley Chemical Company may sell and deliver and offer for sale or delivery and any person may buy the following products at prices not in excess of those herein-after set forth:

	Per gallon
Haydenite Base Coat No. 66K-2156A delivered, containers included.....	\$2.75
Haydenite Base Coat No. 66K-2214A delivered, containers included.....	2.53
Haydenite Finish Coat No. 66K-2157A delivered, containers included.....	2.50
Haydenite Finish Coat No. 66K-2215A delivered, containers included.....	2.80

(b) Prices set forth above shall be subject to terms by the seller thereof which are no less favorable than those which were in effect during March 1942 with respect to sales of Stanley Chemical Company Base Coat 66K-2100A and Stanley Chemical Company Finish Coat 66K-2089A respectively.

(c) This Order No. 137 may be revoked or amended by the Price Administrator at any time.

(d) This Order No. 137 (§ 1499.1000) shall become effective November 12, 1942.

(Pub. Laws 421 and 729, 77th Cong.; E.O. 9250, 7 F.R. 7871)

Issued this 11th day of November 1942.

LEON HENDERSON,  
Administrator.

[F. R. Doc. 42-11791; Filed, November 11, 1942; 12:02 p. m.]

#### PART 1305—ADMINISTRATION

[Supp. Order 9, Am. 1]

#### COMMODITIES OR SERVICES UNDER GOVERNMENT CONTRACT OR SUB-CONTRACT APPLICATIONS FOR ADJUSTMENT OF MAXIMUM PRICES

A statement of the consideration involved in the issuance of this amendment has been prepared and filed with the Division of the Federal Register.\*

Section 1305.12 is amended to read as follows:

§ 1305.12 *Applications for adjustment of maximum prices for commodities or services under Government contract or sub-contract.* \* \* \*

(b) "Price regulation," as used in this supplementary order, means a price schedule effective in accordance with the provisions of section 206 of the Emergency Price Control Act of 1942, a maximum price regulation or temporary maximum price regulation heretofore or hereafter issued by the Office of Price Administration, or any amendment or supplement thereto or order heretofore or hereafter issued thereunder, but does not include any of the following price regulations: Nos. 2, 3, 4, 8, 12, 20, 30, 47, 55, 70, 87, 90, 115, 123, 171.

(c) *Effective dates.* \* \* \*

(2) This Amendment No. 1 to Supplementary Order No. 9 (§ 1305.12 (b)) shall become effective November 14, 1942.

(Pub. Laws 421 and 729, 77th Cong.; E.O. 9250, 7 F.R. 7871)

Issued this 11th day of November 1942.

LEON HENDERSON,  
Administrator.

[F. R. Doc. 42-11799; Filed, November 11, 1942; 3:06 p. m.]

#### PART 1347—PAPER, PAPER PRODUCTS, RAW MATERIALS FOR PAPERS AND PAPER PRODUCTS

[MPR 187, Amendment 1]

##### CERTAIN PAPERBOARD PRODUCTS

A statement of the considerations involved in the issuance of this amendment has been issued simultaneously herewith and has been filed with the Division of the Federal Register.\*

The first sentence of the preamble, paragraphs (a) and (c) (3) of § 1347.401, paragraph (b) of § 1347.406, paragraphs (a) (8) (i), (ii), (iii) and (a) (16) of § 1347.412 are amended; a new paragraph (d) is added to § 1347.401, a proviso is added to paragraph (b) of § 1347.401, and a new § 1347.415 is added.

In the judgment of the Price Administrator the prices of folding cartons, corrugated fibre sheets, corrugated fibre boxes, solid fibre sheets, solid fibre boxes, set-up boxes, pads, partitions and other paperboard products partially or completely manufactured on the same converting equipment, rectangular set-up and flat Pure-Pak milk bottles, and

\*Copies may be obtained from the Office of Price Administration.

<sup>1</sup> 7 F.R. 5444.

<sup>2</sup> 7 F.R. 5780.



wedge shaped pails formed on a Brightwood or similar type machine, but excluding liquid-tight containers, milk bottle caps, book matches and other commodities covered by Maximum Price Regulation No. 129 have risen to an extent and in a manner inconsistent with the purposes of the Emergency Price Control Act of 1942.

**§ 1347.401 Prohibition against dealing in paperboard products above maximum prices.**

(a) *Classifications.* This Maximum Price Regulation No. 187 shall apply to the following described products whether partially or completely manufactured: Folding cartons, corrugated fibre sheets, corrugated fibre boxes, solid fibre sheets, solid fibre boxes, set-up boxes, pads, partitions and other paperboard products manufactured on the same converting equipment, rectangular set-up and flat Pure-Pak milk bottles, and wedge shaped pails formed on a Brightwood or similar type machine, but excluding liquid-tight containers, milk bottle caps, book matches and other commodities covered by Maximum Price Regulation No. 129.

(b) \* \* \* *Provided,* That on or after November 17, 1942, a manufacturer may sell or deliver products listed in paragraph (a) of this section which were sold during the period October 1 to October 31, 1941, at prices based upon a price list which was published or circulated to the trade or to the manufacturer's salesmen, at maximum prices not in excess of those established in paragraph (d) of this section.

(c) \* \* \* (3) *Margin.* An item for a margin over the raw material cost and applicable conversion charges (*i. e.*, sub-paragraph (1) plus sub-paragraph (2)) computed on the same percentage basis, or on the same rate per unit of material, or on a combination thereof and by the same method as the seller employed in pricing the most nearly comparable commodity or service sold, supplied or offered for sale during October 1941, to a "purchaser of the same class" as defined in § 1347.412, paragraph (a) (16) of this regulation. If during October 1941, the seller employed the practice of including his charges for margin in his hourly and piece rates for hand and machine operations, he shall continue such practice in pricing any commodity or service under this section, and in such a case the seller shall make no duplicate calculation for margin under this sub-paragraph (3). This margin shall not exceed the margin used by the manufacturer during the period from October 1, 1941 to October 31, 1941, inclusive, in determining the selling price *f. o. b.* shipping point for:

(i) The same commodity or service contracted to be sold at a definite price to a purchaser of the same class during such period; or, if the manufacturer did not contract to sell the same commodity or service to a purchaser of the same class during such period.

(ii) The comparable commodity or service contracted to be sold at a definite

price to a purchaser of the same class during such period; or, if the manufacturer did not contract to sell any comparable commodity or service at a definite price to a purchaser of the same class during such period.

(iii) The margin shall be computed by using the margin employed by the manufacturer in determining the selling price for the same or comparable commodity or service contracted to be sold at a definite price to a purchaser of a different class during such period, adjusted to reflect the manufacturer's customary differential between the two classes of purchasers.

(iv) No seller shall change his customary allowances, discounts or other price differentials unless such change results in a lower price.

(d) Notwithstanding the previous paragraph (c) of this section, the manufacturer may establish his maximum price in accordance with the procedure stated herein for any product which is listed in paragraph (a) of this section and which was sold during the period October 1 to October 31, 1941 at prices based upon a price list which was published or circulated to the trade or to the manufacturer's salesmen. Such maximum price shall be the price at which such products were offered for sale in such published or circulated price lists as were in effect for sales made during the period October 1 to October 31, 1941. *Provided,* (i) That if such price list is used by the manufacturer to establish his maximum price it must be used in its entirety and for all products listed on such price list; (ii) that no price based upon such price list shall be charged unless and until duplicate copies of such price lists have been filed with the Office of Price Administration, Washington, D. C. and with the regional office nearest to the manufacturer's place of business; and (iii) that the prices established by such price list shall be subject to nonretroactive disapproval or adjustment by letter of the Office of Price Administration.

**§ 1347.406 Base period records.** \* \* \*

(b) Within 21 days after July 29, 1942, the manufacturer shall file under oath with the Office of Price Administration, Washington, D. C., the pricing formulae including hourly hand and/or machine and/or piece rates, or rates per thousand units and/or per thousand square feet of base material, and set up charges used in estimating conversion charges, and a complete range of margins, as employed by the manufacturer during the period from October 1, 1941 to October 31, 1941, inclusive, in determining selling prices on commodities or services contracted to be sold or supplied at a definite price during such period.

**§ 1347.412 Definitions and explanations.** (a) \* \* \*

(8) "Hourly, piece and setting-up rates". (i) "Hourly rates" means the highest rate per hour for labor, machine, machine overhead, and other manufacturing expenses as established for esti-

imating purposes during the period from October 1 to October 31, 1941.

(ii) "Piece rates" means the highest rate per numerical unit for labor, machine, machine overhead and other manufacturing expenses as established for estimating purposes during the period from October 1 to October 31, 1941.

(iii) "Setting up rates" means the highest rate of the preparation of a machine for a particular conversion operation including such procedures as adjustment of feeding and receiving devices, installation of proper printing plates, cutting knives or creasing bars, and cleaning the machine after the completion of the conversion operation as established for estimating purposes during the period from October 1 to October 31, 1941.

(16) "Purchaser of the same class" refers to the practice adopted by the seller in setting different prices for commodities or services for sales to different purchasers or kinds of purchasers (for example, manufacturer, wholesaler, jobber, retailer, government agency, public institution, individual consumer) or for purchasers located in different areas or for different quantities or under different conditions of sale. Customary differentials in discounts on price list goods or in margins on goods priced according to the formula established herein shall be among the criteria which establish differences among classes of purchasers.

**§ 1347.415 Effective dates of amendments.** (a) Amendment No. 1 (§§ 1347.401 (a), (c) (3) (i), (ii), (iii), (iv), (d), 1347.406 (b), 1347.412 (a) (8) (i), (ii), (iii) and (a) (16) and 1347.415) to Maximum Price Regulation 187 shall become effective November 17, 1942.

(Pub. Laws 421 and 729, 77th Cong.; E.O. 9250, 7 F.R. 7871)

Issued this 11th day of November 1942.

LEON HENDERSON,  
Administrator.

[F. R. Doc. 42-11800; Filed, November 11, 1942; 3:07 p. m.]

**PART 1499—COMMODITIES AND SERVICES**

[Order 95 Under § 1499.18 (b) of GMPR]

I. AARONSON

Order No. 95 Under § 1499.18 (b) of the General Maximum Price Regulation—Docket No. GF3-1730.

For the reasons set forth in an opinion issued simultaneously herewith, *It is ordered:*

**§ 1499.895 Adjustment of maximum prices for sales of dressed badger hair by I. Aaronson, 3005-9 Atlantic Avenue, Brooklyn, New York.** (a) I. Aaronson, 3005-9 Atlantic Avenue, Brooklyn, New York, is hereby authorized to sell and deliver the following grades of dressed badger hair at prices not in excess of the following:



	Price per pound
Badger hair casings.....	\$48.00
Badger hair middles.....	35.50

(b) The maximum prices authorized by this order are subject to discounts, allowances and terms no less favorable than those in effect during March 1942.

(c) This order may be revoked or amended by the Price Administrator at any time.

(d) This Order No. 95 (§ 1499.895) is hereby incorporated as a section of Supplementary Regulation No. 14 which contains modifications of maximum prices established by § 1499.2.

(e) This Order No. 95 (§ 1499.895) shall become effective this 11th day of November, 1942.

(Pub. Laws 421 and 729, 77th Cong.; E.O. 9250, 7 F.R. 7871)

Issued this 11th day of November 1942.

LEON HENDERSON,  
Administrator.

[F.R. Doc. 42-11801; Filed, November 11, 1942;  
3:35 p. m.]

#### PART 1410—WOOL

[MPR 123,<sup>1</sup> Amendment 3]

##### RAW AND PROCESSED WOOL WASTE MATERIALS

A statement of the considerations involved in the issuance of this amendment has been issued simultaneously herewith and filed with the Division of the Federal Register.\*

"Part 1400—Textile Fabrics: Cotton, Wool Silk, Synthetics and Admixtures" is corrected to read "Part 1410—Wool" in Amendment No. 2 to Maximum Price Regulation No. 123—Raw and Processed Wool Waste Materials.

Subparagraph (2) of paragraph (a) and paragraphs (b) and (c) of § 1410.71, subparagraphs (2), (3) and (4) of paragraph (a) of § 1410.78 and Tables I through V, inclusive, of Appendix A, incorporated herein as § 1410.80 are amended, and new §§ 1410.71a and 1410.81 are added, all to read as set forth below: Subparagraph (3) of paragraph (c) of § 1410.80 is hereby revoked.

§ 1410.71 *Maximum prices for raw and processed wool waste materials.* \* \* \*

(a) *Raw wool waste materials.* \* \* \*

(2) (i) The maximum price for any type, kind, classification or grade of raw wool waste material not enumerated in Tables I to VI, inclusive, of Appendix A,

incorporated herein as § 1410.80, shall be a price in line with the maximum price set forth in Tables I to VI, inclusive, for the nearest related type, kind, classification, and grade (including color and percentage of wool content) of raw wool waste material. The term "in line with," as used in this subparagraph (2), means having a justifiable relation to the maximum price with commensurate decreases or increases to give effect to actual differences in the type, kind, classification, grade, condition and quality of the materials.

(ii) In the event that a person has in stock or on contract 500 pounds or more of a raw wool waste material, the maximum price for which is determined pursuant to this subparagraph (2), such person shall, within 5 days after making his first sale of any part thereof, submit a request for the approval of the maximum price therefor to the Office of Price Administration, Washington, D. C. Such request for approval shall be accompanied by a sample and a description of such raw wool waste material and of the nearest related type, kind, classification and grade (including color and percentage of wool content) of raw wool waste material, the maximum price for which is set forth in the applicable table in § 1410.80. *Provided*, That if the maximum price approved by the Office of Price Administration is lower than the price at which the raw wool waste material was sold, the seller shall within 10 days after the approval of such maximum price refund to the purchaser the amount by which such selling price exceeded the approved maximum price.

(b) *Processed wool waste materials.*

(1) Except as provided in subparagraph (2) the maximum price for processed wool waste materials shall be the aggregate of:

(i) The prices actually paid by the seller for the constituent raw materials, not including dyes, chemicals, oil or similar substances: *Provided*, That the prices for the constituent raw wool waste materials do not exceed the applicable maximum prices for such materials set forth in the Tables of § 1410.80, and

(ii) The applicable processing margin as defined in and subject to the provisions of § 1410.78 (a) (5); *Provided*, That no amount may be added to the prices actually paid by the seller for raw wool waste materials enumerated in Tables IV, V and VI, inclusive, of § 1410.80, for blending such materials.

(2) The maximum price for processed wool waste materials subjected only to any one or a combination of more than one of the special processing services set forth in Appendix B, incorporated herein as § 1410.81 shall be the aggregate of:

(i) The maximum prices for the constituent raw materials set forth in the applicable Tables of § 1410.80; and

(ii) The applicable maximum charges set forth in § 1410.81:

(3) Every person making a sale of processed wool waste materials in the course of trade or business or otherwise dealing therein, after April 27, 1942, shall deliver to the purchaser an invoice or similar document which shall show, in addition to the other items specifically required in this Maximum Price Regulation No. 123: (i) the quantity of the processed wool waste materials shipped or delivered and the price contracted for, received or paid therefor; (ii) the aggregate quantity of and the aggregate price paid by the seller for, the raw wool waste materials in the processed product so sold; (iii) an itemization of each of the processing services actually performed by the seller, or for his account and (iv) the applicable processing margin or the maximum charges set forth in § 1410.81 for the processing services performed.

(c) *Export sales.* The maximum prices for export sales of raw or processed wool waste materials sold by an exporter shall be determined in accordance with the Revised Maximum Export Regulation<sup>2</sup> issued by the Office of Price Administration.

§ 1410.71a *Maximum prices for processed wool waste materials which cannot be priced under § 1410.71.* The seller's maximum price for any processed wool waste material which cannot be priced under § 1410.71 of this Maximum Price Regulation No. 123, shall be a price in line with the level of maximum prices established by this Maximum Price Regulation No. 123, determined by the seller after specific authorization from the Office of Price Administration. A person who seeks an authorization to determine a maximum price under the provisions of this § 1410.81 shall file with the Office of Price Administration in Washington, D. C., an application setting forth (a) a description in detail of the processed wool waste material for which a maximum price is sought, together with a sample thereof and (b) a statement of the reasons why the maximum price for such processed raw wool waste material cannot be determined under the provisions of § 1410.71. Such authorization will be given in the form of an order prescribing the method by which the applicant shall determine the maximum price for such processed wool waste material.

§ 1410.78 *Definitions.* (a) When used in this Maximum Price Regulation No. 123, the term:

\*7 F.R. 5059.

\*Copies may be obtained from the Office of Price Administration.

<sup>1</sup>7 F.R. 3088, 3330, 3829.



(2) "Raw wool waste materials" includes the types, kinds, classifications and grades of wool waste materials, enumerated in Tables I through VI, inclusive, of Appendix A hereof (§ 1410.80), regardless of the system of manufacture on which the waste materials were produced, as well as all related types, kinds, classifications and grades of raw wool waste materials, except those covered by other regulations and price schedules issued by the Office of Price Administration. The term is applicable to both domestic and imported raw wool waste materials.

(3) "Processing" includes any one or a combination of more than one of the

following processes: blending, dusting, lumping, carding, shredding, garnetting, carbonizing, cutting, scouring, washing, stripping, dyeing, picking, sterilizing, burr picking and neutralizing. The term shall also include sorting when done in combination with any one or more of the aforementioned processes, other than sterilizing, burr picking or neutralizing.

(4) "Processed wool waste materials" means raw wool waste materials, whether or not in combination with wool or other fibers, which have been subjected to any one or a combination of more than one of the processes enumerated in subparagraph (3), and shall include raw wool

waste materials subjected to any one or a combination of more than one of the special processing services for which maximum charges are established in § 1410.81. Without limiting the generality of the above definitions, processed wool waste materials include both "re-used wool" and "reprocessed wool" as those terms are defined in the Wool Products Labeling Act of 1939. The term shall not include imported processed wool waste materials.

§ 1410.80 Appendix A: Maximum prices for raw and processed wool waste materials.

TABLE I—Maximum prices for wool waste  
[Expressed in dollars per pound, f. o. b. shipping point, net weight]

Classifications WORSTED WASTES	100 percent wool, 98 percent boil out				95 percent to 98 percent wool, balance other fibres				90 percent to 95 percent wool, balance other fibres				80 percent to 90 percent wool, balance other fibres			
	White	Mixed pastel	Solid colors and khaki	Mixed colored	White	Mixed pastel	Solid colors and khaki	Mixed colored	White	Mixed pastel	Solid colors and khaki	Mixed colored	White	Mixed pastel	Solid colors and khaki	Mixed colored
<b>Drawing laps:</b>																
Fine and 1/2 Blood.....	1.25	1.05	1.00	.95	1.15	.96	.915	.865	1.09	.91	.865	.82	.965	.805	.765	.725
1/2 Blood.....	1.05	.92	.87	.82	.96	.84	.79	.745	.91	.79	.75	.70	.805	.70	.66	.62
1/4 Blood.....	.85	.80	.75	.70	.77	.725	.675	.63	.72	.685	.64	.595	.645	.605	.565	.525
44's and below.....	.70	.65	.60	.55	.63	.58	.535	.485	.595	.55	.505	.46	.525	.485	.445	.405
<b>Spinning and roving laps:</b>																
Fine and 1/2 Blood.....	1.15	.98	.93	.88	1.055	.895	.85	.80	1.00	.845	.80	.755	.885	.75	.71	.67
1/2 Blood.....	1.00	.90	.85	.80	.915	.82	.77	.725	.91	.775	.72	.685	.765	.685	.645	.605
1/4 Blood.....	.82	.78	.73	.68	.745	.705	.66	.61	.70	.665	.62	.575	.62	.59	.55	.51
44's and below.....	.63	.60	.57	.52	.565	.535	.505	.46	.53	.505	.475	.43	.47	.445	.42	.38
<b>Rings:</b>																
Fine and 1/2 Blood.....	1.10	.90	.85	.80	1.01	.82	.77	.725	.955	.775	.72	.685	.845	.685	.645	.605
1/2 Blood.....	.95	.82	.77	.72	.865	.745	.695	.65	.82	.70	.655	.61	.725	.62	.58	.54
1/4 Blood.....	.77	.70	.65	.60	.695	.63	.58	.535	.655	.595	.55	.505	.58	.525	.485	.445
44's and below.....	.60	.55	.50	.45	.535	.485	.44	.39	.505	.46	.415	.37	.445	.405	.365	.325
<b>Worsted spinning threads:</b>																
Fine and 1/2 blood.....	.92	.65	.60	.55	.84	.58	.535	.485	.79	.55	.505	.46	.70	.485	.445	.405
1/2 blood.....	.82	.60	.55	.50	.745	.535	.485	.44	.70	.505	.46	.415	.62	.445	.405	.365
1/4 blood.....	.75	.55	.50	.45	.675	.485	.44	.39	.64	.46	.415	.37	.565	.405	.365	.325
44's and below.....	.58	.50	.45	.40	.515	.44	.39	.345	.485	.415	.37	.325	.43	.365	.325	.285
<b>Worsted weaving threads:</b>																
Fine and 1/2 blood.....	.84	.67	.62	.47	.76	.505	.46	.41	.72	.475	.43	.385	.635	.42	.38	.34
1/2 blood.....	.74	.52	.47	.42	.665	.46	.41	.365	.63	.43	.385	.34	.555	.38	.34	.30
1/4 blood.....	.68	.47	.42	.37	.61	.41	.365	.315	.575	.385	.34	.295	.51	.34	.30	.26
44's and below.....	.53	.42	.37	.32	.47	.365	.315	.27	.44	.34	.295	.25	.39	.30	.26	.22
<b>Worsted soft knitting threads:</b>																
Fine and 1/2 blood.....	.97	.70	.65	.60	.885	.63	.58	.535	.835	.595	.55	.505	.74	.525	.485	.445
1/2 blood.....	.87	.65	.60	.55	.79	.58	.535	.485	.75	.55	.505	.46	.66	.485	.445	.405
1/4 blood.....	.80	.60	.55	.50	.725	.535	.485	.44	.685	.505	.46	.415	.605	.445	.405	.365
44's and below.....	.63	.55	.50	.45	.565	.485	.44	.39	.53	.46	.415	.37	.47	.405	.365	.325
<b>Mohair</b>																
<b>Drawing, spinning, roving laps:</b>																
Fine.....	1.00	.85	.80	.75	.915	.77	.725	.675	.865	.72	.685	.64	.765	.645	.605	.565
Medium.....	.70	.60	.55	.50	.63	.58	.535	.485	.595	.505	.46	.415	.525	.445	.405	.365
Coarse.....	.65	.55	.50	.45	.58	.485	.44	.39	.55	.46	.415	.37	.485	.405	.365	.325
<b>Mohair spg. or weav. threads:</b>																
Fine.....	.88	.65	.60	.55	.80	.58	.535	.485	.755	.55	.505	.46	.67	.485	.445	.405
Medium.....	.68	.50	.45	.40	.515	.44	.39	.345	.485	.415	.37	.325	.43	.365	.325	.285
Coarse.....	.63	.45	.40	.35	.47	.39	.345	.295	.44	.37	.325	.28	.39	.325	.285	.245
<b>Mohair soft knitting threads:</b>																
Fine.....	.93	.70	.65	.60	.85	.63	.58	.535	.80	.595	.55	.505	.71	.525	.485	.445
Medium.....	.63	.55	.50	.45	.565	.485	.44	.39	.53	.46	.415	.37	.47	.405	.365	.325
Coarse.....	.58	.50	.45	.40	.515	.44	.39	.345	.485	.415	.37	.325	.43	.365	.325	.285
<b>Spinners' brush and sweeps:</b>																
Fine.....	.58	.38	.33	.28	.515	.325	.28	.23	.485	.305	.26	.215	.43	.27	.23	.19
Medium.....	.53	.33	.28	.23	.47	.28	.23	.185	.44	.26	.215	.17	.39	.23	.19	.15
Coarse.....	.50	.30	.25	.20	.44	.25	.20	.155	.415	.235	.19	.145	.365	.205	.165	.125
<b>Weavers sweeps:</b>																
Fine.....	.15	.10	.08	.08	.11	.06	.04	.04	.10	.055	.035	.035	.085	.045	.03	.03
Medium.....	.12	.07	.05	.05	.08	.03	.015	.015	.07	.025	.015	.015	.06	.02	.015	.015
Coarse.....	.10	.06	.04	.04	.06	.025	.015	.015	.055	.02	.015	.015	.045	.015	.015	.015
<b>Dusted worsted card or worsted strips:</b>																
Fine.....	.60	.55	.50	.45	.535	.485	.44	.39	.505	.46	.415	.37	.445	.405	.365	.325
Medium.....	.55	.50	.45	.40	.485	.44	.39	.345	.46	.415	.37	.325	.405	.365	.325	.285
Coarse.....	.50	.45	.40	.35	.44	.39	.345	.295	.415	.37	.325	.28	.365	.325	.285	.245



TABLE I—Maximum prices for wool waste—Continued

Classifications WOOLSTED WASTES	70 percent to 80 percent wool, balance other fibres				50 percent to 70 percent wool, balance other fibres				30 percent to 50 percent wool, balance other fibres				Less than 30 percent, balance other fibres			
	White	Mixed pastel	Solid colors and khaki	Mixed colored	White	Mixed pastel	Solid colors and khaki	Mixed colored	White	Mixed pastel	Solid colors and khaki	Mixed colored	White	Mixed pastel	Solid colors and khaki	Mixed colored
Drawing laps:																
Fine and 1/2 Blood	.84	.70	.665	.63	.59	.49	.465	.44	.34	.28	.265	.25	.215	.175	.165	.155
1/2 Blood	.70	.61	.575	.54	.49	.425	.40	.375	.28	.24	.225	.21	.175	.15	.14	.13
1/4 Blood	.56	.525	.49	.465	.39	.365	.34	.315	.22	.205	.19	.175	.135	.125	.115	.105
44's and below	.455	.42	.385	.35	.315	.29	.265	.24	.175	.16	.145	.13	.105	.095	.085	.075
Spinning and roving laps:																
Fine and 1/2 Blood	.77	.65	.615	.58	.54	.455	.43	.405	.31	.26	.245	.23	.195	.16	.15	.14
1/2 Blood	.665	.595	.56	.525	.465	.415	.39	.365	.265	.235	.22	.205	.165	.145	.135	.125
1/4 Blood	.64	.51	.475	.44	.375	.355	.33	.305	.21	.20	.185	.17	.13	.12	.11	.10
44's and below	.405	.385	.365	.33	.28	.265	.25	.225	.155	.145	.135	.12	.09	.085	.08	.07
Rings:																
Fine and 1/2 Blood	.735	.595	.56	.525	.515	.415	.39	.365	.295	.235	.22	.205	.185	.145	.135	.125
1/2 Blood	.63	.54	.505	.47	.44	.375	.35	.325	.25	.21	.195	.18	.155	.13	.12	.11
1/4 Blood	.505	.455	.42	.385	.35	.315	.29	.265	.195	.175	.16	.145	.12	.105	.095	.085
44's and below	.385	.35	.315	.28	.265	.24	.215	.19	.145	.13	.115	.10	.085	.075	.065	.055
Worsted spinning threads:																
Fine and 1/2 blood	.61	.42	.385	.35	.425	.29	.265	.24	.24	.16	.145	.13	.15	.095	.085	.075
1/2 blood	.54	.385	.35	.315	.375	.265	.24	.215	.21	.145	.13	.115	.13	.085	.075	.065
1/4 blood	.49	.35	.315	.28	.34	.24	.215	.19	.19	.13	.115	.10	.115	.075	.065	.055
44's and below	.37	.315	.28	.245	.255	.215	.19	.165	.14	.115	.10	.085	.08	.065	.055	.045
Worsted weaving threads:																
Fine and 1/2 blood	.55	.365	.33	.295	.385	.25	.225	.20	.215	.135	.12	.105	.135	.08	.07	.06
1/2 blood	.48	.33	.295	.26	.335	.225	.20	.175	.185	.12	.105	.09	.115	.07	.06	.05
1/4 blood	.44	.295	.26	.225	.305	.20	.175	.15	.17	.105	.09	.075	.10	.06	.05	.04
44's and below	.335	.26	.225	.19	.23	.175	.15	.115	.125	.09	.075	.06	.07	.05	.04	.03
Worsted soft knitting threads:																
Fine and 1/2 blood	.645	.465	.42	.385	.45	.315	.29	.265	.255	.175	.16	.145	.16	.105	.095	.085
1/2 blood	.575	.42	.385	.35	.40	.29	.265	.24	.225	.16	.145	.13	.14	.095	.085	.075
1/4 blood	.525	.385	.35	.315	.365	.265	.24	.215	.205	.145	.13	.115	.125	.085	.075	.065
44's and below	.405	.35	.315	.28	.28	.24	.215	.19	.155	.13	.115	.10	.09	.065	.055	.045
<i>N'choir</i>																
Drawing, spinning, roving laps:																
Fine	.665	.56	.525	.49	.465	.39	.365	.34	.265	.22	.205	.19	.165	.135	.125	.115
Medium	.455	.385	.35	.315	.315	.265	.24	.215	.175	.145	.13	.115	.105	.085	.075	.065
Coarse	.42	.35	.315	.28	.29	.24	.215	.19	.16	.13	.115	.10	.095	.075	.065	.055
Mohair, spg. or weav. threads:																
Fine	.58	.42	.385	.35	.405	.29	.265	.24	.23	.16	.145	.13	.14	.095	.085	.075
Medium	.37	.315	.28	.245	.255	.215	.19	.165	.14	.115	.10	.085	.08	.065	.055	.045
Coarse	.335	.28	.245	.21	.23	.19	.165	.14	.125	.10	.085	.07	.07	.055	.045	.035
Mohair soft knitting threads:																
Fine	.615	.455	.42	.385	.43	.315	.29	.265	.245	.175	.16	.145	.15	.105	.095	.085
Medium	.405	.35	.315	.28	.28	.24	.215	.19	.155	.13	.115	.10	.09	.075	.065	.055
Coarse	.37	.315	.28	.245	.255	.215	.19	.165	.14	.115	.10	.085	.08	.065	.055	.045
Spinners' brush and sweeps:																
Fine	.37	.23	.195	.16	.255	.155	.13	.105	.14	.08	.065	.05	.08	.04	.03	.02
Medium	.335	.195	.16	.125	.23	.13	.105	.08	.125	.065	.05	.035	.07	.03	.02	.015
Coarse	.315	.175	.14	.105	.215	.115	.09	.065	.115	.035	.04	.025	.065	.025	.015	.015
Weavers sweeps:																
Fine	.07	.035	.02	.02	.04	.015	.015	.015	.015	.015	.015	.015	.015	.015	.015	.015
Medium	.05	.015	.015	.015	.025	.015	.015	.015	.015	.015	.015	.015	.015	.015	.015	.015
Coarse	.035	.015	.015	.015	.015	.015	.015	.015	.015	.015	.015	.015	.015	.015	.015	.015
Dusted worsted card or worsted strips:																
Fine	.385	.35	.315	.28	.265	.24	.215	.19	.145	.13	.115	.10	.085	.075	.065	.055
Medium	.35	.315	.28	.245	.24	.215	.19	.165	.13	.115	.10	.085	.075	.065	.055	.045
Coarse	.315	.28	.245	.21	.215	.19	.165	.14	.115	.10	.085	.07	.065	.055	.045	.035

  

Classifications WOOLEN WASTES	100 percent wool, 98 percent boll out				95 percent to 98 percent wool, balance other fibres				90 percent to 95 percent wool, balance other fibres				80 percent to 90 percent wool, balance other fibres			
	White	Mixed pastel	Solid colors	Mixed colored and khaki	White	Mixed pastel	Solid colors	Mixed colored and khaki	White	Mixed pastel	Solid colors	Mixed colored and khaki	White	Mixed pastel	Solid colors	Mixed colored and khaki
Woolen rovings:																
Fine	.725	.58	.535	.485	.685	.55	.505	.46	.605	.485	.445	.405	.525	.42	.385	.35
Medium	.63	.535	.485	.44	.595	.505	.46	.415	.525	.445	.405	.365	.455	.385	.35	.315
Coarse	.535	.485	.44	.39	.505	.46	.415	.37	.445	.405	.365	.325	.385	.35	.315	.28
Woolen threads:																
Fine	.675	.44	.39	.345	.64	.415	.37	.325	.565	.365	.325	.285	.49	.315	.28	.245
Medium	.58	.39	.345	.295	.55	.37	.325	.28	.485	.325	.285	.245	.42	.28	.245	.21
Coarse	.485	.345	.295	.25	.46	.325	.28	.235	.405	.285	.245	.205	.35	.245	.21	.175
Woolen card waste:																
Fine	.485	.39	.345	.295	.46	.37	.325	.28	.405	.325	.285	.245	.35	.28	.245	.21
Medium	.39	.345	.295	.25	.37	.325	.28	.235	.325	.285	.245	.205	.28	.245	.21	.175
Coarse	.345	.295	.25	.20	.325	.28	.235	.19	.285	.245	.205	.165	.245	.21	.175	.14
Woolen strips:																
Fine	.175	.08	.06	.04	.16	.07	.055	.035	.14	.06	.045	.03	.12	.05	.035	.02
Medium	.165	.07	.05	.03	.155	.065	.045	.025	.13	.05	.035	.02	.11	.04	.025	.015
Coarse	.155	.06	.04	.02	.145	.055	.035	.02	.125	.045	.03	.015	.105	.035	.015	.015
Napper flocks:																
Wool	.25	.12	.10	.08	.235	.115	.09	.07	.205	.095	.075	.06	.175	.08	.065	.05
Wool blanket	.45	.35	.30	.25	.425	.33	.28	.24	.37	.29	.245	.135	.32	.25	.21	.115



TABLE I—Maximum prices for wool waste—Continued

Classifications WOOLEN WASTES	70 percent to 80 percent wool, balance other fibres				50 percent to 70 percent wool, balance other fibres				Less than 50 percent wool, balance other fibres			
	White	Mixed pastel	Solid colors	Mixed colored and khaki	White	Mixed pastel	Solid colors	Mixed colored and khaki	White	Mixed pastel	Solid colors	Mixed colored and khaki
Woolen rovings:												
Fine.....	.365	.29	.265	.24	.205	.16	.145	.13	.125	.095	.085	.075
Medium.....	.315	.265	.24	.215	.175	.145	.13	.115	.105	.085	.075	.065
Coarse.....	.265	.24	.215	.19	.145	.13	.115	.10	.085	.075	.065	.055
Woolen threads:												
Fine.....	.34	.215	.19	.165	.19	.115	.10	.085	.115	.065	.055	.045
Medium.....	.29	.19	.165	.14	.16	.10	.085	.07	.095	.055	.045	.035
Coarse.....	.24	.165	.14	.115	.13	.085	.07	.055	.075	.045	.035	.025
Woolen card waste:												
Fine.....	.24	.19	.165	.14	.13	.10	.085	.07	.075	.055	.045	.035
Medium.....	.19	.165	.14	.115	.10	.085	.07	.055	.055	.045	.035	.025
Coarse.....	.165	.14	.115	.09	.085	.07	.055	.04	.045	.035	.025	.015
Woolen strips:												
Fine.....	.075	.025	.015	.015	.03	.015	.015	.015	.015	.015	.015	.015
Medium.....	.07	.02	.015	.015	.025	.015	.015	.015	.015	.015	.015	.015
Coarse.....	.065	.015	.015	.015	.025	.015	.015	.015	.015	.015	.015	.015
Napper flocks:												
Wool.....	.115	.05	.035	.025	.055	.015	.015	.015	.025	.015	.015	.015
Wool blanket.....	.22	.17	.14	.07	.115	.085	.07	.03	.065	.045	.035	.015

Classifications MISCELLANEOUS	100% Wool—98% Boil Out			
	White	Mixed pastel	Solid colors and khaki	Mixed colored
Scoured or carbonized, dusted, neutral- ized, worsted card or strips:				
Fine.....	.90	.75	.70	.65
Medium.....	.80	.70	.65	.60
Coarse.....	.70	.60	.55	.50
Carbonized, dusted, neutralized burrs and burred burrs:				
Fine.....	.70	.55	.50	.45
Medium.....	.65	.50	.45	.40
Coarse.....	.55	.45	.40	.35
Doffer waste:				
Fine.....	.32	.20	.20	.20
Medium.....	.30	.15	.15	.15
Coarse.....	.25	.12	.12	.12
Paper making felt:				
Rovings:				
Fine.....	.85			
Medium.....	.80			
Coarse.....	.70			
Threads:				
Fine.....	.80			
Medium.....	.75			
Coarse.....	.65			
Card waste:				
Fine.....	.60			
Medium.....	.55			
Coarse.....	.50			

Scouring mill waste:	
Unsorted or after sort:	
Mixed grade, defective, colored, stained, gray, black, nolls, or wastes, carbonized, neutralized, dusted.....	.52
Sorted—Free of nolls and waste, scoured and dusted:	
No. 1—White bulk 50's, 56's and finer grade.....	.83
No. 1—Gray, black, colored or stained bulk 50's, 56's and finer.....	.75
No. 2—White bulk 46's to 50's.....	.72
No. 2—Gray, black, colored, or stained bulk 46's to 50's.....	.65
Low—White, gray, black, colored, stained bulk 44's and coarser.....	.54
Sorted—Containing nolls or waste, scoured and dusted:	
No. 1—White bulk 50's, 56's and finer.....	.70
No. 1—Gray, black, colored, or stained bulk 50's, 56's and finer.....	.62
No. 2—White bulk 46's to 50's.....	.59
No. 2—Gray, black, colored, or stained bulk 46's to 50's.....	.58
Low—White, gray, black, colored or stained bulk 44's and coarser.....	.45

Classifications MISCELLANEOUS	100% Wool—98% Boil Out		
	White	Colored or red	Beige or yellow
Tanners waste (boiled sheepskin trimmings— scoured basis):			
Fine 1" to 1 1/4" long.....	.81	.40	.66
Medium 1" to 1 1/4" long.....	.72	.36	.56
Coarse 1" to 1 1/4" long.....	.61	.29	.46
Fine 1/2" to 3/4" long.....	.65	.30	.50
Medium 1/2" to 3/4" long.....	.54	.26	.44
Coarse 1/2" to 3/4" long.....	.46	.20	.36
Fine 3/4" to 1" long.....	.50	.24	.35
Medium 3/4" to 1" long.....	.41	.20	.30
Coarse 3/4" to 1" long.....	.29	.16	.25
Tanners shearings (sheepskin flocks—scoured basis after removal of leather and dirt):			
Fine 1" to 1 1/4" long.....	.92	.50	.70
Medium 1" to 1 1/4" long.....	.81	.41	.62
Coarse 1" to 1 1/4" long.....	.60	.33	.50
Fine 1/2" to 3/4" long.....	.58	.30	.50
Medium 1/2" to 3/4" long.....	.50	.26	.38
Coarse 1/2" to 3/4" long.....	.41	.20	.30
Fine 3/4" to 1" long.....	.50	.20	.35
Medium 3/4" to 1" long.....	.41	.17	.30
Coarse 3/4" to 1" long.....	.29	.14	.20



TABLE II—Maximum prices for new wool clips

[Expressed in dollars per pound f. o. b. shipping point, gross weight tare not to exceed 5 percent]

## MEN'S WEAR

Classifications (sorted to grades and color)	Free of cotton warps						With cotton warps
	100% wool, 98% boil out	95% to 98% wool, balance other fibres	90% to 95% wool, balance other fibres	80% to 90% wool, balance other fibres	70% to 80% wool, balance other fibres	50% to 70% wool, balance other fibres	Less than 50% wool, balance other fibres
<i>Worsted</i>							
White.....	.58	.52	.49	.43	.36	.26	.14
Pearl gray.....	.44	.38	.36	.31	.26	.19	.10
Oxford (free of bankers).....	.37	.32	.30	.25	.21	.15	.075
Oxford.....	.36	.31	.29	.24	.20	.14	.07
Bankers.....	.35	.30	.28	.23	.19	.13	.065
Light gray.....	.34	.29	.27	.22	.18	.12	.06
Black.....	.36	.31	.29	.25	.20	.14	.07
Black and white.....	.32	.27	.25	.21	.17	.11	.055
Tan.....	.36	.31	.29	.25	.20	.14	.07
Light brown.....	.33	.28	.26	.22	.18	.13	.06
Dark brown.....	.32	.27	.25	.21	.17	.12	.055
Mixed brown.....	.31	.26	.24	.20	.16	.11	.05
Navy blue.....	.35	.30	.28	.24	.20	.14	.065
Navy blue (pencil stripe).....	.33	.28	.26	.22	.18	.13	.06
Powder blue.....	.32	.27	.25	.21	.17	.12	.055
Royal blue.....	.33	.28	.26	.22	.18	.13	.06
Teal blue.....	.35	.30	.28	.24	.20	.14	.065
Slate.....	.32	.28	.26	.22	.18	.13	.06
Light green.....	.33	.28	.26	.22	.18	.13	.06
Dark green.....	.32	.27	.25	.21	.17	.12	.055
Forestry.....	.33	.28	.26	.22	.18	.13	.06
Mixed light.....	.27	.22	.20	.14	.10	.075	.05
Mixed Worsted.....	.23	.18	.16	.12	.08	.055	.035
All other sorted solid colors.....	.32	.27	.25	.21	.17	.12	.055
Sorted double dark.....	.24	.195	.18	.15	.12	.08	.045
<i>Worsted gabardines (free of silk, cotton or rayon decorations)</i>							
White.....	.60	.53	.50	.44	.37	.28	.15
Tan.....	.43	.37	.35	.30	.25	.18	.09
Light brown.....	.37	.32	.30	.25	.21	.15	.07
Brown.....	.34	.29	.27	.23	.19	.14	.065
Blue.....	.37	.32	.30	.25	.21	.15	.07
Light blue.....	.40	.35	.32	.28	.23	.17	.09
Green.....	.38	.33	.30	.26	.22	.16	.08
Light green.....	.40	.35	.32	.28	.23	.17	.09
Mixed light.....	.30	.23	.21	.17	.13	.105	.055
Mixed dark.....	.26	.19	.17	.13	.09	.065	.035
Mixed gabardines.....	.28	.21	.19	.15	.11	.085	.045
All other sorted solid colors.....	.34	.29	.27	.23	.19	.14	.065
<i>Topcoatings</i>							
Camel hair shade.....	.45	.39	.37	.32	.27	.195	.10
Vicuna shade.....	.44	.38	.36	.31	.26	.19	.085
Chocolate.....	.28	.23	.22	.18	.15	.10	.04
Tan.....	.26	.21	.20	.17	.13	.09	.035
Light brown.....	.24	.195	.18	.15	.12	.08	.03
Dark brown.....	.23	.18	.17	.14	.11	.075	.03
Mixed brown.....	.22	.17	.16	.13	.10	.07	.03
Pearl gray.....	.35	.30	.28	.24	.20	.14	.065
Oxford (free of bankers).....	.25	.20	.19	.16	.13	.085	.03
Black and white.....	.23	.18	.17	.14	.11	.075	.03
Royal blue.....	.235	.19	.18	.15	.12	.08	.03
Powder blue.....	.25	.20	.19	.16	.13	.085	.03
Light green.....	.23	.18	.17	.14	.11	.075	.03
Dark green.....	.22	.17	.16	.13	.10	.07	.03
Mixed light.....	.18	.14	.13	.105	.08	.05	.025
Mixed dark.....	.15	.11	.10	.08	.06	.035	.015
Mixed topcoating.....	.16	.12	.11	.09	.065	.04	.02
All other sorted solid colors.....	.24	.19	.18	.15	.12	.08	.03
<i>Coverts</i>							
Tan (free of selvages).....	.28	.235	.22	.18	.15	.10	.045
Mixed light.....	.21	.165	.155	.13	.10	.06	.025
Mixed dark.....	.19	.145	.135	.11	.08	.04	.015
Mixed Coverts.....	.20	.155	.145	.12	.09	.05	.02
<i>Overcoatings—Free of meltons and snou clips</i>							
Camel hair shade.....	.40	.35	.325	.28	.23	.17	.09
Vicuna shade.....	.39	.34	.315	.27	.22	.16	.08
Tan.....	.20	.155	.145	.12	.09	.06	.02
Light brown.....	.19	.145	.135	.11	.085	.055	.02
Dark brown.....	.185	.14	.13	.105	.08	.0525	.02
Mixed brown.....	.18	.135	.125	.10	.075	.05	.02
Pearl gray.....	.32	.27	.25	.215	.18	.125	.055
Oxford.....	.18	.135	.125	.105	.08	.05	.02
Black and white.....	.19	.145	.135	.11	.085	.055	.02
Navy blue.....	.18	.135	.125	.105	.08	.05	.02
Royal blue.....	.20	.155	.145	.12	.09	.06	.02
Powder blue.....	.21	.165	.155	.125	.10	.065	.02
Mixed blue.....	.17	.13	.12	.095	.07	.0425	.02
Light green.....	.16	.12	.11	.09	.065	.0375	.02
Dark green.....	.15	.11	.10	.08	.06	.0325	.02
Mixed green.....	.14	.10	.09	.07	.05	.03	.02
Mixed light.....	.14	.10	.09	.07	.05	.03	.02
Mixed dark.....	.11	.07	.06	.04	.02	.015	.015
Mixed.....	.12	.08	.07	.05	.03	.025	.015
All other sorted solid colors.....	.16	.12	.11	.09	.065	.0375	.02



TABLE II—Maximum prices for new wool clips—Continued

## MEN'S WEAR—Continued

Classifications (sorted to grades and color)	Free of cotton warps						With cotton warps
	100% wool, 98% boil out	95% to 98% wool, balance other fibres	90% to 95% wool, balance other fibres	80% to 90% wool, balance other fibres	70% to 80% wool, balance other fibres	50% to 70% wool, balance other fibres	
<i>Mixed suitings</i>							
White worsteds and woolens.	.52	.46	.43	.37	.32	.23	.13
Suitings 75% worsteds 25% woolens.	.20	.155	.145	.12	.09	.06	.02
Suitings 50% worsteds 50% woolens.	.18	.135	.125	.105	.08	.05	.02
Suitings 100% woolens.	.15	.11	.10	.08	.06	.0325	.02
<i>Shetlands and Tweeds (Free of Nubs)</i>							
Pastel.	.30	.26	.235	.20	.16	.115	.05
Biege	.35	.30	.28	.24	.20	.14	.065
Powder blue	.26	.215	.20	.17	.135	.09	.035
Tan	.27	.225	.21	.18	.14	.10	.04
Mixed brown	.24	.195	.18	.15	.12	.08	.025
Light brown	.26	.215	.20	.17	.135	.09	.035
Dark brown	.25	.205	.19	.16	.125	.085	.03
Black and white	.26	.205	.19	.16	.125	.085	.03
Oxford	.26	.215	.20	.17	.135	.09	.035
Pearl	.35	.30	.28	.24	.20	.14	.065
Mixed green	.24	.195	.18	.15	.12	.08	.025
Dark green	.25	.205	.19	.16	.125	.085	.03
Light green	.26	.215	.20	.17	.135	.09	.035
Navy blue	.28	.235	.22	.185	.15	.10	.04
Mixed light (with nubs)	.205	.16	.15	.125	.095	.06	.02
Mixed dark (with nubs)	.18	.14	.125	.10	.075	.05	.015
All other sorted solid colors.	.25	.205	.19	.16	.13	.085	.035
Sorted solid colors heather in design	.25	.205	.19	.16	.13	.085	.035
Mixed tweeds	.19	.145	.135	.11	.085	.055	.02

## COTTON BACK KNITTED TOPCOATING AND OVERCOATING CLIPS. MINIMUM 50% WOOL—BALANCE COTTON OR RAYON

Tan	.08	Black and white	.05
Vicuña	.08	Light brown	.05
Oxford	.05	Dark brown	.05
Navy blue	.05	Mixed	.03
Powder blue	.05	All other sorted solid colors	.05
Green	.05		

## WOMEN'S WEAR

Classifications (sorted to grades and color)	Free of cotton warps						With cotton warps
	100% wool, 98% boil out	95 to 98% wool, balance other fibres	90 to 95% wool, balance other fibres	80 to 90% wool, balance other fibres	70 to 80% wool, balance other fibres	50 to 70% wool, balance other fibres	
<i>Worsted crepes</i>							
Pastel.....	.37	.32	.30	.255	.21	.15	.075
Pearl gray.....	.37	.32	.30	.255	.21	.15	.075
Navy blue.....	.24	.195	.18	.15	.12	.08	.03
Tan.....	.40	.345	.325	.28	.23	.17	.09
Black.....	.24	.195	.18	.15	.12	.08	.03
Mixed light.....	.28	.235	.22	.185	.15	.10	.045
Mixed dark.....	.22	.175	.16	.135	.11	.07	.025
Mixed crepes.....	.25	.205	.19	.16	.13	.085	.035
All other sorted solid colors.....	.25	.205	.19	.16	.13	.085	.035
All other sorted solid pastel colors.....	.30	.335	.315	.27	.225	.16	.08
Light rabbit hair.....	.33	.28	.26	.22	.18	.13	.06
Medium rabbit hair.....	.27	.225	.205	.175	.14	.10	.04
Dark rabbit hair.....	.20	.155	.145	.12	.09	.06	.015
<i>Tricotines</i>							
Pastel.....	.40	.345	.325	.28	.23	.17	.09
Navy blue.....	.24	.195	.18	.15	.12	.08	.03
Tan.....	.40	.345	.325	.28	.23	.17	.09
Brown.....	.24	.195	.18	.15	.12	.08	.03
Black.....	.24	.195	.18	.15	.12	.08	.03
Mixed light.....	.29	.24	.225	.19	.155	.11	.05
Mixed dark.....	.23	.185	.17	.145	.11	.075	.03
Mixed tricotines.....	.26	.215	.20	.17	.135	.09	.035
All other sorted solid colors.....	.25	.205	.19	.16	.13	.085	.03
Sorted solid pastel colors.....	.42	.37	.34	.30	.25	.18	.085



TABLE II—Maximum prices for new wool clips—Continued

## WOMEN'S WEAR—Continued

Classifications (sorted to grades and color)	Free of cotton warps						With cotton warps
	100% wool, 98% boll out	95 to 98% wool, balance other fibres	90 to 95% wool, balance other fibres	80 to 90% wool, balance other fibres	70 to 80% wool, balance other fibres	50 to 70% wool, balance other fibres	Less than 50% wool, balance other fibres
<i>Shetlands</i>							
Pastel.....	.39	.335	.315	.27	.225	.16	.085
Mixed light.....	.30	.25	.235	.20	.16	.115	.055
Mixed dark.....	.18	.14	.13	.105	.08	.05	.02
Mixed shetlands.....	.24	.195	.18	.15	.12	.08	.035
Sorted solid colors.....	.25	.205	.19	.16	.13	.085	.035
Sorted solid pastel colors.....	.41	.36	.33	.29	.24	.175	.09
<i>Suedes</i>							
Pastel.....	.35	.30	.28	.24	.20	.14	.07
Mixed light.....	.27	.225	.21	.18	.14	.10	.045
Mixed dark.....	.14	.10	.09	.07	.05	.03	.015
Mixed suedes.....	.20	.16	.15	.12	.09	.06	.02
Sorted solid colors.....	.22	.175	.16	.135	.11	.07	.025
Sorted solid pastel colors.....	.37	.32	.30	.255	.21	.15	.075
<i>Polos</i>							
White.....	.57	.51	.48	.42	.35	.26	.14
Solid pastel (mixed).....	.35	.30	.28	.24	.20	.14	.07
Pastel two tone.....	.30	.25	.24	.20	.16	.12	.055
Pastel checks.....	.30	.25	.24	.20	.16	.12	.055
Eggshell.....	.40	.35	.33	.28	.23	.17	.09
Camel hair shade.....	.43	.38	.35	.30	.25	.185	.10
Chocolate.....	.30	.25	.24	.20	.16	.12	.055
Tan.....	.39	.33	.31	.27	.22	.16	.08
Tan and white.....	.30	.25	.24	.20	.16	.12	.055
Pearl gray.....	.33	.28	.26	.22	.18	.13	.065
Black and white.....	.24	.195	.18	.15	.12	.08	.03
Mixed light.....	.24	.195	.18	.15	.12	.08	.035
Mixed dark.....	.19	.145	.135	.11	.085	.055	.02
Mixed spring.....	.20	.16	.15	.12	.09	.06	.02
Mixed fall.....	.15	.11	.10	.08	.06	.03	.015
All other sorted solid colors.....	.25	.21	.19	.16	.13	.09	.035
All other sorted solid pastel colors.....	.40	.35	.33	.28	.23	.17	.09
<i>Flannels</i>							
Pastel.....	.40	.35	.33	.28	.23	.17	.09
Scarlet.....	.32	.27	.25	.22	.18	.125	.06
Green.....	.27	.225	.21	.175	.14	.10	.04
Camel hair shade.....	.40	.345	.325	.28	.23	.17	.09
Tan.....	.38	.33	.31	.265	.22	.16	.08
Light checks.....	.18	.14	.13	.11	.08	.05	.015
Mixed light.....	.25	.205	.19	.16	.13	.085	.035
Mixed dark.....	.18	.14	.13	.11	.08	.05	.015
Mixed flannels.....	.22	.175	.16	.135	.11	.07	.025
All other sorted solid colors.....	.28	.235	.22	.185	.15	.10	.045
All other sorted solid pastel colors.....	.40	.35	.33	.28	.23	.17	.09
<i>Tweeds (Free of Nubs)</i>							
Pastel.....	.29	.24	.225	.19	.155	.11	.045
Beige.....	.34	.29	.27	.23	.19	.135	.065
Powder blue.....	.24	.195	.18	.16	.12	.08	.03
Tan.....	.26	.215	.20	.17	.135	.09	.035
Pearl gray.....	.34	.29	.27	.23	.19	.135	.06
All other sorted solid colors.....	.24	.195	.18	.15	.12	.08	.03
Sorted solid colors heather in design.....	.24	.195	.18	.15	.12	.08	.03
<i>With Nubs</i>							
Mixed brown.....	.22	.175	.16	.135	.11	.07	.025
Black and white.....	.23	.185	.17	.145	.115	.08	.03
Mixed light.....	.195	.15	.14	.12	.09	.06	.02
Mixed dark.....	.17	.13	.12	.095	.07	.04	.015
All other sorted solid colors.....	.23	.185	.17	.145	.115	.08	.03
Sorted solid colors heather in design.....	.23	.185	.17	.145	.115	.08	.03
<i>Serges</i>							
Mixed light.....	.30	.25	.235	.20	.16	.115	.05
Mixed dark.....	.20	.155	.145	.12	.09	.06	.02
White serge and flannels.....	.57	.51	.48	.42	.35	.26	.14
All other sorted solid colors.....	.30	.25	.235	.20	.16	.115	.05
<i>Worsted Plaids</i>							
Pastel.....	.45	.395	.37	.32	.27	.195	.10
Mixed light.....	.32	.27	.25	.215	.18	.125	.06
Mixed dark.....	.22	.175	.16	.135	.11	.07	.03
Mixed.....	.25	.205	.19	.16	.13	.085	.035



TABLE II—Maximum prices for new wool clips—Continued

## WOMEN'S WEAR—Continued

Classifications (sorted to grades and color)	Free of cotton warps						With cotton warps
	100% wool, 98% boil out	95 to 98% wool, balance other fibres	90 to 95% wool, balance other fibres	80 to 90% wool, balance other fibres	70 to 80% wool, balance other fibres	50 to 70% wool, balance other fibres	
<i>Woolen Plaids</i>							
Mixed light.....	.21	.165	.155	.13	.10	.065	.025
Mixed dark.....	.18	.14	.13	.105	.08	.05	.02
<i>Knives</i>							
Tan.....	.37	.32	.30	.255	.21	.15	.075
Mixed light.....	.28	.235	.22	.185	.15	.10	.045
Mixed dark.....	.225	.18	.17	.14	.11	.07	.025
Mixed medium.....	.25	.205	.19	.16	.13	.085	.03
All other sorted solid colors...	.28	.235	.22	.185	.15	.10	.045

## MISCELLANEOUS

<i>Snow and ski suits</i>							
Navy blue.....	.12	.08	.07	.055	.035	.025	.015
Royal blue.....	.14	.10	.09	.07	.055	.03	.015
Teal.....	.12	.08	.07	.055	.04	.025	.015
Scarlet.....	.25	.205	.19	.16	.13	.085	.035
Red.....	.11	.07	.06	.05	.035	.025	.015
Orange.....	.18	.14	.13	.105	.08	.05	.015
Brown.....	.11	.07	.06	.05	.035	.025	.015
Green.....	.11	.07	.06	.05	.035	.025	.015
Kelly green.....	.24	.195	.18	.15	.12	.08	.03
Mixed.....	.08	.06	.05	.04	.03	.02	.015
All other sorted solid colors.....	.11	.07	.06	.05	.035	.025	.015
Mackinaws.....	.10	.09	.085	.06	.04	.02	.015
<i>Meltons</i>							
Navy.....	.10	.06	.05	.04	.03	.02	.015
Black.....	.10	.06	.05	.04	.03	.02	.015
Maroon.....	.10	.06	.05	.04	.03	.02	.015
Brown.....	.10	.06	.05	.04	.03	.02	.015
Green.....	.10	.06	.05	.04	.03	.02	.015
Mixed.....	.08	.06	.05	.04	.03	.02	.015
All other sorted solid colors.....	.10	.06	.05	.04	.03	.02	.015
<i>Boys' cashmere</i>							
Boys' cashmere.....	.15	.11	.10	.08	.06	.0325	.02
<i>Blanket clips</i>							
Pastel.....	.40	.35	.32	.28	.23	.17	.09
Mixed light.....	.30	.23	.21	.17	.13	.105	.055
Mixed dark.....	.20	.15	.145	.12	.09	.05	.02
Sorted solid pastel colors.....	.44	.38	.36	.31	.26	.19	.10
<i>Felt clips</i>							
White.....	.17	.13	.12	.095	.07	.04	.015
Khaki.....	.08	.045	.04	.03	.02	.015	.015
<i>Upholstery clips</i>							
Mixed.....	.12	.10	.09	.08	.07	.03	.015
Tan.....	.14	.12	.11	.10	.08	.04	.02
Slate.....	.14	.12	.11	.10	.08	.04	.02
Pearl Gray.....	.17	.15	.14	.12	.10	.05	.025
All other sorted solid colors.....	.14	.12	.11	.10	.08	.04	.02

UPHOLSTERY CLIPS WITH COTTON WARP<sup>1</sup>

Mixed cotton warp.....	.04	Worsted and woolen auto clips.....	.06
Worsted auto clips.....	.08		

<sup>1</sup> 100% wool, 98% boil out.ALL WOOL NECKTIE CLIPS<sup>1</sup>

White.....	.49	Black challs.....	.22
Black.....	.26	Mixed.....	.18
Black and white.....	.34	All other sorted solid colors.....	.24

<sup>1</sup> 100% wool, 98% boil out.

TABLE III—Maximum prices for knitted wool clips

[Expressed in dollars f. o. b. shipping point, net weight]

Sweater clips	100% wool, 98% boil out	90 to 98% wool	70 to 90% wool	50 to 70% wool	25 to 50% wool	Less than 25% wool
WORSTED CUTTERS						
<i>Fine</i>						
White.....	.80	.69	.53	.37	.17	.12
Pastel.....	.62	.52	.40	.29	.12	.09
Mixed light.....	.54	.45	.34	.24	.10	.07
Mixed dark.....	.46	.38	.29	.20	.08	.06



TABLE III—Maximum prices for knitted wool clips—Continued

Sweater clips	100% wool 98% boil out	90 to 98% wool	70 to 90% wool	50 to 70% wool	25 to 50% wool	Less than 25% wool
<b>WORSTED CUTTERS—continued</b>						
<i>Coarse and medium</i>						
White	.78	.67	.51	.36	.16	.12
Pastel	.60	.51	.39	.27	.12	.08
Mixed light	.52	.43	.33	.23	.095	.05
Mixed dark	.40	.33	.25	.17	.065	.04
Navy	.52	.43	.33	.23	.095	.07
Black	.51	.42	.32	.22	.09	.065
Royal blue	.65	.55	.42	.29	.13	.095
Brown	.65	.55	.42	.29	.13	.095
Dark green	.65	.55	.42	.29	.13	.095
Wine	.65	.55	.42	.29	.13	.095
Gray	.65	.55	.42	.29	.13	.095
Guardian	.64	.54	.41	.28	.125	.09
Purple	.65	.55	.42	.29	.13	.0950
Teal	.65	.55	.42	.29	.13	.095
Taupe	.65	.55	.42	.29	.13	.095
Ching	.65	.55	.42	.29	.13	.095
Luggage	.65	.55	.42	.29	.13	.095
Chucker	.65	.55	.42	.29	.13	.095
All other sorted solid colors	.65	.55	.42	.29	.13	.095
All other sorted solid pastel colors	.70	.60	.46	.32	.14	.105
Sorted solid colors heather in design	.63	.53	.41	.28	.12	.09
Khaki	.49	.41	.31	.21	.09	.065
<b>SEAMERS</b>						
White		.55	.42	.29	.13	.095
Pastel		.40	.30	.205	.085	.06
Mixed Light		.32	.24	.16	.06	.04
Mixed Dark		.25	.18	.12	.04	.03
<b>WOOLEN CUTTERS</b>						
<i>Fine</i>						
White	.60	.51	.39	.27	.115	.085
Pastel	.47	.39	.30	.20	.08	.06
Mixed light	.39	.32	.24	.16	.06	.04
Mixed dark	.29	.23	.17	.11	.04	.025
<i>Coarse and medium</i>						
White	.58	.49	.37	.26	.11	.08
Pastel	.46	.38	.29	.20	.08	.06
Mixed light	.38	.31	.23	.16	.06	.04
Mixed dark	.28	.22	.16	.11	.035	.02
Navy	.35	.28	.21	.14	.05	.035
Black	.34	.27	.20	.135	.05	.03
Royal blue	.44	.36	.27	.18	.075	.055
Brown	.44	.36	.27	.18	.075	.055
Dark green	.44	.36	.27	.18	.075	.055
Wine	.44	.36	.27	.18	.075	.055
Gray	.44	.36	.27	.18	.075	.055
Purple	.44	.36	.27	.18	.075	.055
Teal	.45	.37	.28	.19	.08	.06
<i>Woolen cutters, coarse and medium</i>						
Taupe	.44	.36	.27	.18	.075	.055
Ching	.44	.36	.27	.18	.075	.055
Luggage	.44	.36	.27	.18	.075	.055
Chucker	.44	.36	.27	.18	.075	.055
All other sorted solid colors	.44	.36	.27	.18	.075	.055
All other sorted solid pastel colors	.51	.42	.32	.22	.09	.065
Sorted solid colors heather in design	.44	.36	.27	.18	.075	.055
Khaki	.44	.36	.27	.18	.075	.055
<i>Seamers</i>						
White		.38	.29	.20	.08	.06
Pastel		.27	.20	.13	.05	.03
Mixed light		.20	.15	.10	.03	.02
Mixed dark		.14	.10	.06	.02	.015
<i>Infants wear minimum 65% wool, maximum 35% rayon</i>						
Baby's worsted seamers		.43				

TABLE IV—Maximum prices for graded old rags

[Expressed in dollars, i. e. b. shipping point, gross weight, fare not to exceed 5%.]

## MEN'S WEAR

<b>SKIRTED WORSTEDS (100% WORSTEDS, FREE OF COTTON WARPS, CASHMERES, CHEVIOTS, AND COTTON-ADRES)</b>	
Dark	.0775
Mixed Brown	.09
Red Brown	.105
Light Brown	.105
Dark Brown	.10
Tan	.11
Mixed Blue	.09
Powder Blue	.10
Slate Blue	.0925
Fancy Blue	.085
Navy Blue	.1125
Coarse Navy Blue	.115
Letter Carrier	.165

TABLE IV—Maximum prices for graded old rags—Continued

## MEN'S WEAR—Continued

SKIRTED WORSTEDS (100% WORSTEDS, FREE OF COTTON WARPS, CASHMERES, CHEVIOTS, AND COTTON-ADRES)—Continued

Black	.1025
Black and White	.0975
Double Dark Oxford	.105
Oxford	.0975
Pearl Gray	.16
Bankers Gray	.105
Light	.09
Khaki	.18
Forestry	.165
All other sorted solid colors	.10

## WORSTEDS AND CLOTH (FREE OF COTTON WARPS)

Khaki Worsteds and Cloth	.16
(4 each worsteds, suitings, overcoatings.)	
Mixed Forestry and Cloth	.125
Mixed Cadet and Cloth	.1125

TABLE IV—Maximum prices for graded old rags—Continued

## MEN'S WEAR—Continued

WORSTED SEAMS (100% WORSTEDS)

Mixed	.0275
Solid colors	.0375

## SKIRTED CHEVIOTS (FREE OF COTTON WARPS)

Dark	.04
Light	.05
Brown	.04
Black and White	.055
Oxford	.045
Tan	.0725
Powder Blue	.055
Navy Blue	.045
All other sorted solid colors	.05

## SKIRTED OVERCOATS (FREE OF COTTON WARPS)

Dark	.0325
Light	.0525
Tan	.0775
Mixed Brown	.0375
Light Brown	.0425
Dark Brown	.04
Oxford	.0425
Black and White	.0625
Khaki	.0375
Powder Blue	.0675
Navy Blue	.0425
All other sorted solid colors	.0475

## WOMEN'S WEAR

MERINOS (FREE OF COTTON WARPS AND SILK NOILS) ALL WOMEN'S WEAR

No. 1 Fine Light (Free of Black)	.20
Pastel Fine Light (all Pastel colors)	.27
Black and White Fine Light	.16
No. 2 Fine Light	.15
Fine Dark	.04
Fine Dark (all fine flannels)	.06
No. 1 Coarse Light (containing all colors and free of black)	.11
No. 2 Coarse Light (containing black)	.075
No. 2 Coarse Light (Free of Black)	.085
Pastel Coarse Light (all Pastel colors)	.16
Black and White Coarse Light	.085
Tan Coarse Light (Free of Dark Brown)	.135
Pearl Gray	.16
All other sorted solid colors	.13
Coarse Dark	.035

MERINOS (FREE OF COTTON WARPS AND SILK NOILS) 80% WOMEN'S WEAR 20% MEN'S WEAR

No. 1 Coarse Light (containing all colors and Free of Black)	.10
No. 2 Coarse Light (containing black)	.065
No. 2 Coarse Light (Free of Black)	.075
Pastel Coarse Light (all pastel colors)	.15
Black and White	.075
Tan (Free of Dark Brown)	.125
Pearl Gray	.16
All other sorted solid colors	.12

POLOS (FREE OF COTTON WARPS AND SILK NOILS)

Tan (all highlight solid Tan)	.1725
Skirted Wool Bodies (all women's wear)	.055

FINE FLANNELS (ALL SOLID COLORS, FREE OF COTTON WARPS AND SILK NOILS)

Navy Blue	.06
Black	.05
Brown	.06
Green	.06
Maroon	.08
Light Blue	.08
Royal Blue	.07
Bright Red	.15
Scarlet	.15
Mixed Reds	.09
All other sorted solid colors	.065

MIXED FINE FLANNELS AND CHONGAS (ALL SOLID COLORS FREE OF COTTON WARPS AND SILK NOILS)

Navy Blue	.05
Black	.04
Brown	.05
Green	.05
Red	.085
Maroon	.075
Light Blue	.07
Royal Blue	.06
All other sorted solid colors	.065

WORSTED SERGES (100% WORSTEDS FREE OF COTTON WARPS AND SILK NOILS)

Navy Blue	.11
Black	.10
Brown	.12
Green	.13



TABLE IV—Maximum prices for graded old rags—Continued.

WOMEN'S WEAR—Continued  
MIXED FINE FLANNELS AND CHONGAS (ALL SOLID COLORS FREE OF COTTON WARPS AND SILK NOILS)—Continued

Red	.14
Light Blue	.14
Royal Blue	.13
All other sorted solid colors	.12
Fullman curtains	.14

## WORSTED SERGES WITH CHONGAS AND FLANNELS (FREE OF COTTON WARP AND SILK NOILS)

Navy Blue	.09
Black	.08
Brown	.10
Green	.11
Red	.12
Light Blue	.12
Royal Blue	.11
White	.36
All other sorted solid colors	.10

## TRICOTINES (100% WORSTEDS) FREE OF COTTON WARPS, TINSEL, AND SILK DECORATIONS

Blue	.105
Black	.09
Tan	.30
All other sorted solid colors	.12

## MIXED WORSTED THIRTS 100% WORSTEDS, FREE OF COTTON WARPS, TINSEL, AND SILK DECORATIONS

Mixed (with Black)	.10
Mixed (Free of Black)	.11

## MIXED THIRTS (75% WORSTED—25% FINE FLANNELS), FREE OF COTTON WARPS, TINSEL, AND SILK DECORATIONS

Mixed (with Black)	.08
Mixed (Free of Black)	.09

## MISCELLANEOUS

No. 1 White Quilt Wool	.29
No. 2 White Quilt Wool	.125
Billiard Cloth	.07
No. 1 Bed Wool	.36
No. 2 Bed Wool	.19
Silk Noil Rags	.04
White Linsey Flannels	.065
Mixed Linsey Flannels	.04
Khaki Cotton Warp Shirts	.04
Khaki Shirts (Free of cotton warps)	.16
Pastel Wool Blankets (Pastel colors)	.1925
Light gray underwear (part wool—part cotton)	.065

## CARPETS

Wool	.06
Soft Back	.035
Linsey	.0275

## SOFT BACK WILTON CARPETS (FOR USE IN HALLS, LOOMED RUGS)

Strips not less than 27" long and 1/4" wide	.06
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## PAPER MILL FELTS (UNSCOURED ALL WOOL)

White	.45
Near White	.34
Cream	.32
Tan	.28
Dark Gray	.10
No. 2 Tan	.225
Dark	.175
Couch Rolls (Free of tacks)	.12
Slasher Cloth	.075

## KNITS 100% KNITS (FREE OF LINSEYS)

White Knits (Free of Silk and Underwear)	.45
White Softs (50% white knits—50% white flannels and serges)	.37
White Silk and Wool	.28
Light Hoods (Free of silk)	.255
Pastel Light Hoods (Pastel colors)	.305
Medium Light Hoods	.225
Buff Hoods	.34
Silk and Wool Hoods	.17

TABLE IV—Maximum prices for graded old rags—Continued.

## MISCELLANEOUS—Continued

## KNITS 100% KNITS (FREE OF LINSEYS)—Continued

Pastel Light Jersey (all Pastel colors)	.33
Light Jerseys	.31
Fine Dark Jerseys	.18
Mixed Fancy Knits	.12 1/2
Mixed Fancy Worsted Knits	.17
Mixed Heather Knits	.14
Wool underwear	.24
Fine white wool underwear	.26

## KNITS—SORTED COLORS (100% KNITS FREE OF LINSEYS)

Mixed Green (Free of Heather)	.20
Dark Green	.25
Light Green	.27
Kelly Green	.28
Mixed Brown (Free of Heather)	.185
Dark Brown	.195
Light Brown	.20
Mixed Blue (Free of Heather)	.185
Navy Blue	.195
Royal Blue	.26
Khaki	.26
Black	.20
Mixed Red	.20
Maroon	.225
Cardinal Red	.26
Jockey	.30
Oxford	.17
Pearl Gray	.31
Steel Gray	.20
All other sorted solid colors	.18
All other sorted solid pastel colors	.33

## HALF WOOL KNITS (TO CONTAIN A MINIMUM OF 50% WOOL)

White	.14
Light Hoods	.10
Mixed	.065
Graded to color	.085

## LINSEY SWEATERS (TO CONTAIN A MINIMUM OF 30% WOOL)

Light Hoods	.055
Dark	.03
Black	.045
Red	.045
Brown	.045
Navy Blue	.045
Green	.045
Gray	.045
Pearl Gray	.055
White	.085
All other sorted solid colors	.045

TABLE V—Maximum prices for old wool rags, mixed stock

(Expressed in dollars, F. O. B. shipping point, gross weight, tare not to exceed 5%)

Mixed soft wools (to contain minimum 33% knits)	.10
Mixed knits (all colors including light and white)	.1850
Skirted merinos	.0625
Mixed rough cloth and worsteds (free of vests)	.03
Mixed rough worsteds (free of vests)	.0425
Rough wool bodies	.0325
Mixed linsey sweaters (free solid cotton pieces)	.03
Mixed rough overcoats	.0225
Rough light overcoats	.03
Rough dark overcoats	.02
Rough chevylots	.025
Rough khaki	.08
Rough vests	.02

§ 1410.81 Appendix B: Maximum charges for special processing services. This § 1410.81 sets forth the maximum charges which may be added to the maximum prices for the constituent raw materials upon which the enumerated special processing services are performed,

as provided for in subparagraph (2) of paragraph (b) of § 1410.71 hereof:

(i) *Trimming or seaming.* Trimming or seaming raw wool waste materials, the maximum prices for which are set forth in Table IV of § 1410.80, at the request of the purchaser and to meet his specifications: *Provided*, That no charge may be added for trimming or seaming where the "boil out" of the wool rags is less than 92% wool.

## MAXIMUM CHARGE

Maximum price for graded old wool rags as set forth in table IV	Boil out not less than 92% wool	Boil out not less than 95% wool	Boil out not less than 98% wool
\$0.01 to \$0.09 inclusive	.0225	.0325	.035
.10 to .14 inclusive	.0275	.0375	.045
.15 to .19 inclusive	.035	.045	.055
.20 to .24 inclusive	.04	.0525	.065
.25 to .29 inclusive	.045	.06	.075
.30 to .34 inclusive	.05	.07	.085
.35 to .39 inclusive	.0525	.075	.09
.40 to .44 inclusive	.06	.085	.10
.45 to .50 inclusive	.065	.09	.105

(ii) *Blending clips.* Blending raw wool waste materials, the maximum prices for which are set forth in Tables II or III of § 1410.80, at the request of the purchaser and to meet his specifications, 2¢ per pound.

(iii) *Sorting for fineness and/or to exclude decorations.* Sorting raw wool waste materials, the maximum prices for which are set forth in Table II of § 1410.80, for fineness and/or to exclude decorations, at the request of the purchaser and to meet his specifications, 2¢ per pound.

(iv) *Sorting into 100% worsted knits.* Sorting solid colored knits, the maximum prices for which are set forth in Table IV of § 1410.80, to segregate 100% worsted knits, at the request of the purchaser and to meet his specifications, 3¢ per pound.

§ 1410.79a Effective dates of amendments. (c) Amendment No. 3 (§§ 1410.71 (a) (2), (b) and (c), 1410.71a, 1410.78 (a) (2), (3) and (4), 1410.80 and 1410.81) to Maximum Price Regulation No. 123 shall become effective November 17, 1942: *Provided*, That a seller making deliveries of raw or processed wool waste materials within 30 days of November 17, pursuant to contracts entered into prior to such date in compliance with the provisions of Maximum Price Regulation No. 123, as then effective, may charge the contract prices therefor.

(Pub. Laws 421 and 729, 77th Cong., E.O. 9250, 7 F.R. 7871)

Issued this 11th day of November 1942.

LEON HENDERSON,  
Administrator.

[F. R. Doc. 42-11798; Filed, November 11, 1942; 3:22 p. m.]



## PART 1340—FUEL

[MPR 137, Amendment 12]

## PETROLEUM PRODUCTS SOLD AT RETAIL

A statement of the considerations involved in the issuance of this Amendment is issued simultaneously herewith and has been filed with the Division of the Federal Register.\*

Section 1340.82 is amended to read as set forth below:

§ 1340.82 *Federal and state taxes.* Any tax upon or incident to the sale, delivery, processing, or use of petroleum products, imposed by any statute of the United States or statute or ordinance of any state or subdivision thereof, shall be treated as follows in determining the seller's maximum price for such petroleum products and in preparing the records of such seller with respect thereto:

(a) *As to a tax in effect during March, 1942.* (1) If the seller paid such tax, or if the tax was paid by any prior vendor, irrespective of whether the amount thereof was separately stated and collected from the seller, but the seller did not customarily state and collect separately from the purchase price during March, 1942, the amount of the tax paid by him or tax reimbursement collected from him by his vendor, the seller may not collect such amount in addition to the maximum price, and in such case shall include such amount in determining his maximum price under this Maximum Price Regulation No. 137.

(2) In all other cases, if, at the time the seller determines his maximum price, the statute or ordinance imposing such tax does not prohibit the seller from stating and collecting the tax separately from the purchase price, and the seller does state it separately, the seller may collect, in addition to the maximum price, the amount of the tax actually paid by him or an amount equal to the amount of the tax paid by any prior vendor and separately stated and collected, and in such case the seller shall not include such amount in determining the maximum price under this Maximum Price Regulation No. 137.

(b) *As to a tax or increase in a tax which becomes effective after March 31, 1942.* If the statute or ordinance imposing such tax or increase does not prohibit the seller from stating and collecting the tax or increase separately from the purchase price, and the seller does separately state it, the seller may collect, in addition to the maximum price, the amount of the tax or increase actually paid by him or an amount equal to the amount of tax paid by any prior vendor and separately stated and collected from the seller by the vendor from whom he purchased: *Provided, however,* That in the case of the increase in the federal excise on lubricating oils provided by the Revenue Act of 1942, effective November 1, 1942, a seller of motor lubricating oil subject to this Maximum Price Regula-

tion No. 137 who separately states the amount of such increase and who actually pays the amount of such increase or an amount equal thereto paid by any prior vendor and separately stated and collected from the seller by the vendor from whom he purchased, may collect in addition to the maximum price, an additional sum as follows:

On each sale of five quarts or less, one cent; on each sale of more than five quarts, the total amount of the increase, adjusted to the nearest cent.

§ 1349.93a *Effective dates of amendments.* \* \* \*

(m) Amendment No. 12 (§ 1340.82) to Maximum Price Regulation No. 137 shall become effective November 1, 1942.

(Pub. Laws 421 and 729, 77th Cong.; E.O. 9250, 7 F.R. 7871.)

Issued this 12th day of November 1942.

LEON HENDERSON,  
Administrator.

[F. R. Doc. 42-11815; Filed, November 12, 1942;  
10:48 a. m.]

## PART 1340—FUEL

[RPS 88, Amendment 42]

## PETROLEUM AND PETROLEUM PRODUCTS

A statement of the considerations involved in the issuance of this amendment has been issued simultaneously herewith and filed with the Division of the Federal Register.\*

A new § 1340.164 is added as set forth below:

§ 1340.164 *Federal and State taxes—*

(a) *Lubricating oils.* Effective November 1, 1942, each seller subject to this Revised Price Schedule No. 88 may collect in addition to his maximum price for a lubricating oil subject to the Federal Excise tax on lubricating oils, the amount of the increase in such tax provided by the Revenue Act of 1942 and subsequent increases therein, actually paid by him or an amount equal to the amount of such increase or increases paid by any prior vendor and separately stated and collected from the seller by the vendor from whom he purchased, provided the seller states the amount of such increase or increases separately from the purchase price.

§ 1340.158a *Effective dates of amendments.* \* \* \*

(pp) Amendment No. 42 (§ 1340.164) to Revised Price Schedule No. 88 shall become effective November 1, 1942.

(Pub. Laws 421 and 729, 77th Cong.; E.O. 9250, 7 F.R. 7871)

Issued this 12th day of November 1942.

LEON HENDERSON,  
Administrator.

[F. R. Doc. 42-11819; Filed, November 12, 1942;  
10:48 a. m.]

\* 7 F.R. 1107, 1371, 1798, 1799, 2132, 2304, 2352, 2634, 2945, 3116, 3166, 3482, 3524, 3552, 3576, 3895, 3963, 4483, 4653, 4854, 4857, 5481, 5867, 5868, 5988, 5983, 6057, 6167, 6471, 6680, 7242, 7838, 8433, 8478, 8586, 8701, 8741.

## PART 1340—FUEL

[RPS 88, Am. 43]

## PETROLEUM AND PETROLEUM PRODUCTS

A statement of the considerations involved in the issuance of this amendment has been issued simultaneously herewith and has been filed with the Division of the Federal Register.\*

A new paragraph (x) is added to § 1340.157 and a new subdivision (vi) is added to § 1340.159 (c) (6) as set forth below:

§ 1340.157 *Definitions.* \* \* \*

(x) "Texas-Panhandle Area." Panhandle area of Texas is that portion of Texas north of the southern boundaries of the following counties: Parmer, Castro, Swisher, Briscoe, Hall and Childress.

§ 1340.159 *Appendix A: Maximum prices for petroleum and petroleum products.* \* \* \*

(c) Specific prices. \* \* \*

(6) Residual fuel oils. \* \* \*

(vi) Texas-Panhandle Area. Notwithstanding the provisions of § 1340.159 (b) the maximum price for No. 6 fuel oil f. o. b. refineries in the Panhandle area of Texas for shipment to ultimate destinations in Texas, Oklahoma and New Mexico shall be 74¢ per barrel, exclusive of taxes, in bulk lots for delivery by tank car or motor transport.

§ 1340.158a *Effective dates of amendments.* \* \* \*

(qq) Amendment No. 43 (§§ 1340.157 (x), 1340.159 (c) (6) (vi)) to Revised Price Schedule No. 88 will become effective November 17, 1942.

(Pub. Law 421 and 729, 77th Cong.; E.O. 9250, 7 F.R. 7871)

Issued this 12th day of November 1942.

LEON HENDERSON,  
Administrator.

[F. R. Doc. 42-11816; Filed, November 12, 1942;  
10:48 a. m.]

## PART 1347—PAPER, PAPER PRODUCTS AND RAW MATERIALS FOR PAPER AND PAPER PRODUCTS

[MPR 266]

## CERTAIN TISSUE PAPER PRODUCTS

In the judgment of the Price Administrator it is necessary and proper to establish maximum prices for certain tissue paper products by a separate Maximum Price Regulation. The Price Administrator has ascertained and given due consideration to the prices of certain tissue paper products prevailing between October 1 and October 15, 1941, and has made adjustments for such relevant factors as he has determined and deemed to be of general applicability. So far as practicable, the Price Administrator has advised and consulted with representative members of the industry which will be affected by this regulation.

\* 7 F.R. 1107, 1371, 1798, 1799, 1886, 2132, 2304, 2352, 2634, 2945, 3463, 3482, 3524, 3576, 3895, 3963, 4483, 4653, 4854, 4857, 5481, 5867, 5868, 5988, 5983, 6057, 6167, 6471, 6680, 7242, 7838, 8433, 8478.

\*Copies may be obtained from the Office of Price Administration.

\* 7 F.R. 3165, 3749, 4273, 4780, 4853, 5363, 5868, 5941, 6057, 6896, 7902, 8353, 8938.



In the judgment of the Price Administrator, the maximum prices established by this regulation are and will be generally fair and equitable and will effectuate the purposes of said Act. A statement of the considerations involved in the issuance of this regulation has been issued simultaneously herewith and has been filed with the Division of the Federal Register.\*

Therefore, under the authority vested in the Price Administrator by the Emergency Price Control Act of 1942, and in accordance with Revised Procedural Regulation No. 1,<sup>7</sup> issued by the Office of Price Administration, Maximum Price Regulation No. 266 is hereby issued.

Sec.

- 1347.501 Prohibition against dealing in certain tissue paper products at prices above the maximum prices.
- 1347.502 Adjustable pricing.
- 1347.503 Export sales.
- 1347.504 Less than maximum prices.
- 1347.505 Federal and State taxes.
- 1347.506 Applicability of the General Maximum Price Regulation.
- 1347.507 Evasion.
- 1347.508 Records and reports.
- 1347.509 Licensing.
- 1347.510 Relief for signatories of voluntary agreements.
- 1347.511 Petitions for amendment.
- 1347.512 Definitions.
- 1347.513 Applicability.
- 1347.514 Effective date.
- 1347.515 Appendix A: Maximum prices for toilet tissue 4½" wide.
- 1347.516 Appendix B: Maximum prices for paper towels.

AUTHORITY: §§ 1347.501 to 1347.516, inclusive, issued under Pub. Laws 421 and 729, 77th Cong.

§ 1347.501 *Prohibition against dealing in toilet tissue and paper towels at prices above the maximum prices.* On and after November 26, 1942, regardless of any contract, agreement or other obligation, no person shall sell or deliver any toilet tissue or paper towels, and no person in the course of trade or business shall buy or receive any toilet tissue or paper towels at prices higher than those set forth in Appendices A and B hereof, incorporated herein as § 1347.515 and § 1347.516; and no person shall agree, offer, solicit or attempt to do any of the foregoing. The provisions of this section shall not be applicable to sales or deliveries of toilet tissue or paper towels to a purchaser, if, prior to November 26, 1942, such toilet tissue and paper towels have been received by a carrier, other than a carrier owned or controlled by the seller, for shipment to such purchaser.

The basic pricing provisions of this Regulation, for different types of sellers, are as follows:

#### Toilet paper

- For manufacturers.... § 1347.515 (a) and (b).
- For distributors..... § 1347.515 (c).
- For retailers..... § 1347.515 (d).

\*Copies may be obtained from the Office of Price Administration.

<sup>7</sup> 7 F.R. 8961.

#### Paper towels

- For manufacturers.... § 1347.516 (a) and (b).
- For distributors..... § 1347.516 (c).
- For retailers..... § 1347.516 (d).

§ 1347.502 *Adjustable pricing.* Any person may offer or agree to adjust or fix prices to or at prices not in excess of the maximum prices in effect at the time of delivery. In an appropriate situation, where a petition for amendment requires extended consideration, the Price Administrator may, upon application, grant permission to agree to adjust prices upon deliveries made during the pendency of the petition in accordance with the disposition of the petition.

§ 1347.503 *Export sales.* The maximum prices at which a person may export tissue products covered by this Maximum Price Regulation No. 266 shall be determined in accordance with the provisions of the Revised Maximum Export Price Regulation<sup>2</sup> issued by the Office of Price Administration.

§ 1347.504 *Less than maximum prices.* Lower prices than those established by this Maximum Price Regulation No. 266 may be charged, demanded, paid or offered.

§ 1347.505 *Federal and State taxes.* Any tax upon, or incident to, the sale or delivery of tissue products covered by this Maximum Price Regulation No. 266, imposed by any statute of the United States or statute or ordinance of any state or subdivision thereof, shall be treated as follows in determining the seller's maximum price for such commodity and in preparing the records of such seller with respect thereto.

(a) As to a tax in effect prior to October 15, 1941, (1) if the seller paid such tax, or if the tax was paid by any prior vendor, irrespective of whether the amount thereof was separately stated and collected from the seller, but the seller did not customarily state and collect separately from the purchase price during October 1-15 1941 the amount of the tax paid by him or tax reimbursement collected from him by his vendor, the seller may not collect such amount in addition to the maximum price, and in such case shall include such amount in determining the maximum price under this Maximum Price Regulation No. 266. (2) In all other cases, if, at the time the seller determines his maximum price, the statute or ordinance imposing such tax does not prohibit the seller from stating and collecting the tax separately, from the purchase price, and the seller does state it separately, the seller may collect, in addition to the maximum price, the amount of the tax actually paid by him or an amount or tax paid by any prior vendor and separately stated and collected from the seller by the vendor from whom he purchased,

and in such case the seller shall not include such amount in determining the maximum price under this Maximum Price Regulation No. 266.

(b) As to a tax or increase in a tax which becomes effective after October 15, 1941, if the statute or ordinance imposing such tax or increase does not prohibit the seller from stating and collecting the tax or increase separately from the purchase price, and the seller does separately state it, the seller may collect, in addition to the maximum prices, the amount of the tax or increase actually paid by him or an amount equal to the amount of tax paid by any prior vendor and separately stated and collected from the seller by the vendor from whom he purchased.

§ 1347.506 *Applicability of the General Maximum Price Regulation.* The provisions of this Maximum Price Regulation No. 266 supersede the provisions of the General Maximum Price Regulation in respect to sales and deliveries of tissue products for which maximum prices are established by this Maximum Price Regulation No. 266.

§ 1347.507 *Evasion.* The price limitations established by this Maximum Price Regulation No. 266 shall not, directly or indirectly, be circumvented or evaded by modifying, discontinuing, or altering any customary trade practice of the seller, or by increasing terms for the extension of credit, or by splitting orders, or by deteriorating the quality of any commodity, or by changing the selection or style of processing or the wrapping, or packaging of tissue products covered by this Maximum Price Regulation No. 266, or by any other means.

§ 1347.508 *Records and reports.* (a) Every person, except retailers, making sales or purchases of toilet tissue and paper towels in the course of trade or business after November 25, 1942, shall keep for inspection by the Office of Price Administration for so long as the Emergency Price Control Act of 1942 remains in effect, complete and accurate records of each such purchase or sale showing the date thereof, the name and address of the purchaser or seller, the price received, and the amount of toilet tissue and paper towels in each case bought or sold.

(b) Within twenty-one (21) days after the effective date of this regulation, each manufacturer shall file under oath with the Office of Price Administration, Washington, D. C., the maximum price established by the Regulation for each product or grade which he manufactures, setting forth for each such product or grade the manner in which such maximum price has been determined. In the case of a product or grade wherein

<sup>2</sup> 7 F.R. 3153, 3330, 3666, 3990, 3991, 4339, 4487, 4659, 4738, 5027, 5276, 5192, 5365, 5445, 5484, 5774, 5784, 5783, 6058, 6081, 6007, 6216, 6615, 6794, 6939, 7093, 7322, 7454, 7758, 7913, 8431.

<sup>7</sup> 7 F.R. 5059, 7242, 8629.



the manufacturer determines his maximum price under the provisions of § 1347.515 (a) (1) (iii), § 1347.515 (b) (6), § 1347.516 (a) (1) (iii), and/or § 1347.516 (b) (6), establishing the maximum price at 95% of the highest carload price which he charged for such product or grade during the period of October 1 to 15, 1941, he shall state the maximum price charged for such product or grade between October 1 and 15, 1941, indicating the calculation and the resulting maximum price.

In the case of a product or grade wherein the manufacturer determines his maximum price by the formula set forth in § 1347.515 (a) (1) or § 1347.516 (a) (1), he shall state for each such product or grade the furnish, sheet size, sheet count, method of handling freight, and other relevant factors, indicating the calculation and the resulting maximum price.

(c) Where a manufacturer applies under § 1347.515 (b) (3) or § 1347.516 (b) (2) for approval of a price on shipments of other than carload lots to one consignee, he shall define the practice employed, together with a statement of the date upon which the practice was instituted and the reason therefor; including the costs involved in such practice during the year 1941 and the current year. Such application must be made within 21 days of the effective date of this regulation.

§ 1347.509 *Licensing.* (a) The provisions of Supplementary Order No. 19, licensing distributors of pulp, paper and paper products, are applicable to every distributor selling any commodity for which maximum prices are established by this regulation. The term "distributor" shall include paper merchants, wholesale druggists and wholesale grocers, as those terms are defined in this Regulation.

(b) The registration and licensing provisions of §§ 1499.15 and 1499.16 of the General Maximum Price Regulation are applicable to every person subject to this Maximum Price Regulation No. 266 selling at retail any commodity covered by this Maximum Price Regulation No. 266. When used in this section, the term "selling at retail" has the definition given to it by § 1347.511 (a) (5) of this Maximum Price Regulation No. 266. Said registration and licensing provisions became effective as to persons selling at retail on May 18, 1942.

§ 1347.510 *Relief for signatories of voluntary agreements.* A manufacturer of any of the commodities covered by this regulation, who at the request of the Price Administrator, has heretofore signed a voluntary agreement, agreeing not to exceed those prices in effect during the period October 1 to October 15, 1941, with respect to such commodities, and who, because of this action, is restrained from using the formula provided in this regulation, for determining his

maximum price, because such maximum price would exceed his March, 1942, price, as stipulated in §§ 1347.515 (a) (1) for toilet tissue, and 1347.516 (a) (1) for paper towels, may file a petition to use the price established by the formula or the price of his most nearly competitive seller if that is lower: *Provided*, (1) That it can be established that such manufacturer was a signatory of such voluntary agreement at the request of the Price Administrator, and (2) that the manufacturer establish that the maximum price, as calculated by such formula, is not in excess of the March, 1942 price charged for deliveries of the same or similar commodity by his most nearly competitive seller of the same class. If, within 21 days after the date of the petition, such petition has not been denied by the Office of Price Administration, the manufacturer may sell at such price, subject to non-retroactive adjustment by this Office.

§ 1347.511 *Petitions for amendment.* Any person seeking an amendment of any provision of this regulation may file a petition for amendment in accordance with the provisions of Revised Procedural Regulation No. 1 issued by the Office of Price Administration.

§ 1347.512 *Definitions.* (a) When used in this Maximum Price Regulation No. 266, the term:

(1) "Person" includes an individual, corporation, partnership, association, any other organized group of persons, or legal successor or representative of any of the foregoing, and includes the United States or any agency thereof or any other government, or any of its political subdivisions, and any agency of any of the foregoing.

(2) "Manufacturer" includes any person who converts tissue for use as toilet tissue or paper towels.

(3) "Distributor" includes any person, other than a manufacturer or a retailer, the major portion of whose sales are to retailers, industrial and institutional users, or other distributors.

(4) "Wholesale grocer" includes distributors, the major portion of whose sales are to retail grocery stores.

(5) "Retailer" includes all persons, the major portion of whose sales are resale items sold to the ultimate consumer.

(6) "Paper merchant" includes any person other than a retailer, wholesale druggist, or wholesale grocer (as herein defined) who buys any commodity listed in this regulation in any quantity from a manufacturer or other seller and who resells such commodity.

(7) "Wholesale druggist" includes distributors, the major portion of whose sales are to retail drug stores.

(8) "Industrial, institutional and commercial user" includes all users who purchase toilet tissue and paper towels for general use by their employees, inmates, and guests, and do not resell any of these items.

(9) "Most closely competitive seller of the same class." "Seller of the same class" means a seller (1) performing the same function (for example, manufacturing, distributing, retailing, processing, storing, installing, or repairing), (2) of similar type (for example, department store, mail order house, chain store, specialty shop, cut-rate store), (3) dealing in the same type of commodities or services, and (4) selling to the same class of purchaser. A seller's "most closely competitive seller of the same class" shall be a seller of the same class who (a) is selling the same or a similar commodity, and (b) is closely competitive in the sale of such commodities, and (c) is located nearest to the seller.

(10) "Similar." One commodity shall be deemed "similar" to another commodity, if the first has the same use as the second, affords the purchaser fairly equivalent serviceability, and belongs to a type which would ordinarily be sold in the same price line. In determining the similarity of such commodities, differences merely in style or design which do not substantially affect use, or serviceability, or the price line in which such commodities would ordinarily have been sold, shall not be taken into account.

(11) "Purchaser of the same class" refers to the practice adopted by the seller in setting different prices for commodities or services for sales to different purchasers or kinds of purchasers (for example, manufacturer, wholesaler, jobber, retailer, government agency, public institution, individual consumer) or for purchasers located in different areas or for different quantities or grades or under different conditions of sale.

(12) "Toilet tissue" includes all tissue papers having a basis weight of 8 to 16 pounds, inclusive, (24 x 36—500), a square inch area per sheet of 16 to 40 inches, inclusive, made from either chemical pulp or mechanical pulp or a combination of the two and designed for toilet use.

(13) "Paper towels" includes all absorbent, creped or embossed papers having a basis weight between 22 and 40 pounds (24 x 36—500), a square inch area per sheet of 80 to 220 inches, made from chemical pulp or mechanical pulp or a combination of the two and designed principally for drying purposes.

(14) "Facial type toilet tissue" includes two ply toilet tissue manufactured on a type of paper machine where paper is creped, and adhering to the dryer with a moisture range not exceeding 10%.

(15) "Wet-strength paper towel" refers to one that has a wet-tensile strength of at least 1.5 pounds per inch width when tested according to TAPPI Method No. T404 M-41 with the tensile load applied ten seconds after the specimen, clamped in the testing machine, has been streaked transversely along a path at least one-quarter inch wide with an excess of water at room temperature, providing the toweling is capable of be-



coming at least 80% saturated\* when submerged 10 seconds in water at room temperature and provided the ratio of the wet-tensile to the dry-tensile strength is at least 20 percent.

(16) "Basis weight" refers to the weight of a 500 sheet ream of paper 24 x 36 inches per sheet.

(17) "Chemical pulp" refers to the chemical fibre content which must be either virgin chemical fibre or 100% chemical fibre wastepaper properly deinked.

(18) "Zone 1" includes Maine, New Hampshire, Vermont, Massachusetts, Connecticut, New York, New Jersey, Rhode Island, Pennsylvania, Delaware, Maryland, District of Columbia, Virginia, West Virginia, Ohio, Kentucky, Indiana, Michigan, Wisconsin, Illinois, Missouri, Iowa, Minnesota, North Dakota—East of Grand Forks and Fargo, South Dakota—East of and including Watertown and Sioux Falls, Nebraska—East of and including Grand Island and Kansas—East of and including Topeka.

(19) "Zone 2" includes North Carolina, South Carolina, Tennessee, Georgia, Florida, Alabama, Mississippi, Louisiana, Arkansas, Oklahoma, Texas—except Laredo and El Paso, Kansas—West of Topeka, and Nebraska—West of Grand Island, South Dakota—West of Watertown and Sioux Falls, North Dakota—West of Grand Forks and Fargo.

(20) "Zone 3" includes Arizona, Utah, Nevada—excluding Reno, Idaho—South of Panhandle and East of Boise, Montana, Wyoming, New Mexico, Laredo and El Paso in Texas, Colorado.

(21) "Zone 4" includes Washington, Oregon, California, Reno, Nevada and Idaho (including Boise), except that part of Idaho in Zone 3.

(22) "Case" refers to the shipping container in which toilet tissue or 3750 paper towels are packed.

(23) "Mark-up" refers to that percentage of cost, exclusive of cash discount which is taken to arrive at the selling price.

(b) Unless the context otherwise requires, the definitions set forth in section 302 of the Emergency Price Control Act of 1942 shall apply to other terms used herein.

§ 1347.513 *Applicability.* The provisions of this Maximum Price Regulation No. 266 shall be applicable within the continental limits of the United States.

§ 1347.514 *Effective date.* This Maximum Price Regulation No. 266 (§§ 1347.501 to 1347.516, inclusive) shall become effective November 26, 1942.

\*B-A

—=80% where A is weight of two single

C-A

ply specimens each 5 inches square weighed in air dry condition (45 to 50 percent relative humidity). B is weight after being submerged in distilled water at 70 degrees Fahrenheit for 10 seconds and then drained freely for 10 seconds. C is weight after being submerged in distilled water at 70 degrees Fahrenheit for 24 hours and then drained freely for 10 seconds.

§ 1347.515 *Appendix A: Maximum prices for toilet tissue 4½" wide¹—(a) Manufacturers maximum prices for sales on a uniform nationally delivered basis.* Where a manufacturer sells on a uniform nationally delivered basis his maximum prices shall be computed as follows:

(1) *Toilet tissue.*

Basis weight 24 x 36— 500 classes²	Chemical pulp content³		
	100% bleached price factor X	75%-99% price factor Y	Less than 75% price factor Z
1. Less than 11.00.....	\$1.09	\$1.05	\$1.00
2. 11.0 to 11.99.....	1.15	1.10	1.05
3. 12.0 to 12.99.....	1.20	1.15	1.10
4. 13.0 and over.....	1.25	1.20	1.15

¹ Widths greater than 4½" take a proportionately increased price; widths less than 4½" take a proportionately reduced price.

² The classes are established on the weight of a ream of 500 sheets of paper 24" x 36". A manufacturer is permitted a 5% tolerance per case, but in no event can the basis weight vary plus or minus from the stated basis weight by more than 5% on any case.

³ The groups are established on a basis of chemical pulp content. Products in Group X shall have 100% bleached chemical pulp; products in Group Y shall have 75%-99% chemical pulp; products in Group Z shall have less than 75% chemical pulp.

The maximum basis weight to be used in computing the manufacturer's maximum price shall be either (i) the basis weight ascribed by the manufacturer for the same item from January 1, 1942 to the issuance of this Regulation, or (ii) the actual basis weight of the same item from January 1, 1942 to the issuance of this regulation, whichever is lower. In no case shall the price as calculated above exceed the price which was charged for deliveries during March, 1942. (iii) In the event that the maximum price as calculated above is less than 95% of the highest carload price which was charged, on a uniform nationally delivered basis, by the manufacturer during the period of October 1 to October 15, 1941, the maximum price shall be 95% of such October 1 to 15, 1941 carload price.

The case price shall be computed by multiplying the applicable price factor (derived from column X, Y or Z) by the number of linear inches of paper in the case divided by 100,000, as illustrated below:

Number of Linear Inches in the Case (Length of Sheet x Sheets per Case)  
100,000

(2) *Facial type toilet tissue.* The maximum price for facial type toilet tissue shall be computed in accordance with the provisions of paragraph (a) (1) of this section, except that \$0.23 may be added to the price factor in Class 1, Group X. In no event may the price of any facial type toilet tissue exceed the price which was charged by the manufacturer for deliveries during March 1942.

(3) *Special products.* (i) Special small diameter rolls of toilet tissue packaged for use on Pullman cars are excluded from this Maximum Price Regulation No. 266, and are covered by the General Maximum Price Regulation.

(ii) Toilet tissue put up to conform with the new specification for the armed forces in special waterproof envelopes each containing 100 sheets is excluded from this Maximum Price Regulation No. 266, and is covered by the General Maximum Price Regulation.

(b) *Manufacturers' maximum prices for sales not on a uniform nationally delivered basis—(1) Zone basis.* Where a manufacturer does not sell on a nationally delivered basis, his maximum prices, which in no event shall exceed the prices charged by the manufacturer for deliveries during March, 1942, shall be computed in accordance with the procedure of paragraph (a) (1) (i) (ii) of this section, with the adjustments as shown in the following table:

Location of manufacturing plant	Point of delivery	Addition to or subtraction from applicable price factor
1. Zone 1.....	Zone 1.....	Deduct... \$0.03
2. Zone 1.....	Zone 2.....	Add..... \$0.01
3. Zone 1.....	Zone 3.....	Add..... \$0.03
4. Zone 1.....	Zone 4.....	Add..... \$0.03
5. Zone 2.....	Anywhere in continental United States (subject to (3) above)	No addition or deduction.

In the event that the maximum prices as calculated in accordance with the provisions of paragraph (b) of this section are less than 95 percent of the highest carload price which was charged by the manufacturer on sales into any particular zone during the period of October 1 to October 15, 1941, the maximum price shall be 95 percent of such October 1 to October 15, 1941, price for sales into the same zone.

(2) *F. o. b. mill basis.* Where shipments to the Army, Navy, or Lend-Lease Administration are made on an F. O. B. mill basis the manufacturer's maximum price, which in no event may exceed the prices charged by the manufacturer for deliveries during March, 1942, shall be computed in accordance with the provisions of paragraph (a) (1) of this section, except that \$0.12 must be deducted from the applicable price factor. Freight charges to the point of delivery may be added to the resulting f. o. b. mill price.

(3) *Manufacturers' maximum prices for shipments of other than carload lots to one consignee.* On shipments of other than carload lots to one consignee, the manufacturer may add the established differentials which he had in effect during the period October 1 to October 15, 1941. These differentials may be added to the maximum price established by this Regulation for carload quantities. These differentials may be charged, unless they are disapproved by the Office of Price Administration within 21 days after filing, or an extension thereof specified by the Office of Price Administration. These differentials shall be subject to non-restrictive adjustment by the Price Administrator at any future date. Such differentials shall be reported in accordance with § 1347.508 (c) of this regulation.



(c) *Distributors' maximum prices.* The distributors' maximum price, which in no event may exceed the highest price charged for deliveries during March, 1942, is to be computed by multiplying the manufacturer's maximum price by the lesser of the following amounts: "Highest price charged" shall include an offering price if no sales were made during March 1942.

(1) The highest mark-up<sup>4</sup> which the distributor applied to sales of toilet tissue of a given grade to a purchaser of the same class during March, 1942, or,

(2) On sales by:

	Paper merchants %	Wholesale druggists %	Wholesale grocers %
1. 1 to less than 3 cases.....	145	120½	117½
2. 3 to less than 10 cases.....	127½	125	117½
3. 10 to less than 25 cases.....	125	125	117½
4. 25 to less than 100 cases.....	122½	125	117½
5. 100 cases to less than C/L.....	117½	125	117½
6. Carload.....	105	125	117½

(3) Paper merchants, wholesale druggists, and wholesale grocers who purchase toilet tissue from other merchants or distributors may not charge a price in excess of the maximum price which would be applicable if the purchase had been made directly at the manufacturer's ceiling price computed in accordance with paragraphs (a), (b) and (c) of this section: *Provided*, That on less-than-case sales by recognized service distributors, a mark-up may be charged not in excess of 165%, and that on less-than-case sales by wholesale druggists and grocers, the mark-up may exceed the mark-ups specified in paragraphs (c) (1) and (c) (2) of this section by an amount not in excess of the differential between one case and less-than-case lots which was charged on deliveries made during March, 1942.

(4) For sales in carload lots involving shipment from the manufacturer to a person purchasing from a merchant or distributor where local delivery by the merchant or distributor from a warehouse or rail siding is required, there may be added to the maximum price established herein the actual delivery expense (except that no rail freight shall be included), which in no event shall exceed the applicable local common carrier rate. Such expense shall be separately noted in the invoice or other evidence of sale.

(5) Where a merchant or distributor supplies cabinets or other fixtures for the dispensing of toilet tissue in connection with the sale of such product, he may make a charge for the sale of such cabinet or fixture at a price not exceeding 150 percent mark-up of the cost to him of such cabinet or fixture.

(6) On sales of less-than-carload lots to points outside his recognized free delivery zones or areas, the merchant or distributor may add to his maximum

price the lesser of the following differentials:

(i) The amount which he charged on such sales made during the period of October 1 to October 15, 1941, or, if he made no such sale, the amount which he would have charged on such sales to purchasers of the same class; or

(ii) The actual freight.

(d) *Retailer's maximum prices.* The retailer shall calculate his maximum price for toilet tissue as follows (for unit and multiple sales separately):

(1) *The maximum price rule.* The retailer shall first find his "net cost" of the brand he is pricing. He must then multiply that "net cost" by his "March, 1942 percentage mark-up." The meanings of "net cost" and "March, 1942 percentage mark-up" are explained in (2) and (3) which follow.

(2) *The meaning of "net cost."* "Net cost" as used in the maximum price rule above means the amount the retailer paid for the brand delivered at his customary receiving point, less all discounts and all allowances allowed him, except the discount for prompt payment. "Net cost" should be based on the first sale of such brand of toilet tissue delivered to the retailer in which there has been inserted a copy of this paragraph (d). "Net cost" refers to a customary quantity from a customary supplier and by the customary mode of transportation.

*Provided*, That if the cost to the retailer of such toilet tissue is adjusted by any amendment issued by this Regulation by the Office of Price Administration, then that cost shall be based on the first case of such toilet tissue delivered to the retailer at prices subject to the amendment.

(3) *The meaning of "March, 1942 percentage mark-up."* The percentage which the retailer shall use as his "March, 1942 percentage mark-up" depends upon whether or not in March, 1942 he sold such brand of toilet tissue:

(i) If the retailer did sell such brand of toilet tissue in March 1942, he shall:

(a) Take the highest price at which he made sales of such toilet tissue during March, 1942, and,

(b) Divide this price by his "net cost" of such brand which appeared on his last invoice in March, 1942.

The resulting figure is the retailer's "March, 1942 percentage mark-up." This is the figure by which the retailer should multiply his new cost to arrive at his ceiling price.

(ii) If the retailer did not sell such brand of toilet tissue during March, 1942, he shall use his "March, 1942 percentage mark-up," calculated as in (d) (3) above, on the largest volume brand of toilet tissue which he sold during March, 1942.

(4) *Fractions of cents.* If the calculation of a maximum price for a customary unit of sale under this Regulation results in a fraction of less than one-half cent, the maximum price shall be reduced to the nearest lower cent; if the calculation results in a fraction one-half cent or more, it should be increased to the nearest higher cent. Calculations

shall be made separately for multiple sales and for unit sales of such products.

(5) *Examples:* A retailer purchases from his supplier a case of X brand of toilet tissue at a net cost of \$4.87 in December, 1942. His last March, 1942 purchase of X brand was made at a net cost of \$5.00 per case. His highest March, 1942 price was 7 cents per roll. He shall find his ceiling price for X brand toilet tissue as follows:

1. (i) He shall divide 7 cents (his highest March, 1942 retail price) by 5 cents (his last net cost in March, 1942).

1.40  
5/7.00  
5  
—  
20  
20  
—

The resulting figure of 1.40 is his "March, 1942 percentage mark-up."

(ii) He multiplies \$4.87 (his net cost) by 1.40 (his "March, 1942 percentage mark-up").

\$4.87  
1.4  
—  
1948  
487  
—  
\$6.818

(iii) \$6.818 per case of 100 rolls or 7 cents per roll is the retailer's ceiling price.

2. Assume that the retailer made his last purchase in March, 1942 of toilet tissue at \$4.60 per case. The calculations are as follows:

\$4.60  
1.4  
—  
1940  
460  
—  
\$6.440

The retailer's ceiling price is \$6.44 per case of 100 rolls or 6 cents per roll.

3. Assume the retailer's March, 1942 selling price was 3 for 19 cents, the new cost is \$4.77, and his last March, 1942 invoice was \$5.00. His "March, 1942 percentage mark-up" is calculated as follows:

1.266  
5/6.330  
5  
—  
13  
10  
—  
33  
30  
—  
30  
30  
—

The resulting figure of 1.266 is his "March, 1942 percentage mark-up" over net cost. His ceiling price is determined as follows:

Multiply \$4.87 (his net cost) by 1.266 (his "March, 1942 percentage mark-up"). The retailer's ceiling price is 3 for 18 cents or \$6.04 per case of 100 rolls.

(e) *Marking of products and notices.* (1) The manufacturer shall plainly mark on each case of toilet tissue the

<sup>4</sup> See definition of mark-up, § 1347.511 (a) (23).



basis weight, the chemical pulp class, sheet and roll count, and sheet size.

(2) The manufacturer shall insert a copy of paragraph (d) of this section in each case of resale toilet tissue shipped before January 31, 1943, except that no such notice need be inserted in cases already prepared for shipment on the effective date of this regulation. The manufacturer shall also attach to all billings on sales made to distributors before January 31, 1943, paragraph (c) of this section.

On both these notifications, the manufacturers shall add the following statement: "Cessation of this notification will not constitute revocation thereof."

§ 1347.516 Appendix B: Maximum prices for paper towels—(a) Manufacturers' maximum prices for sales on a uniform nationally delivered basis. Where a manufacturer sells on a uniform nationally delivered basis, his maximum prices shall be as follows:

TOWELS DISPENSED IN SINGLE THICKNESS

(1) Towel area for inter-folded towels (sq. in.)	Less than 25# (V)	Basis weight classes <sup>1</sup> 24" x 36"—500			
		25#-27.9# (W)	28#-32.9# (X)	33#-37.9# (Y)	38# and over (Z)
1. 85 to 108.9.....	\$1.65	\$1.85	\$2.20	\$2.40	\$2.50
2. 109 to 119.9.....	1.80	2.00	2.30	2.55	2.65
3. 120 to 134.9.....	1.95	2.15	2.45	2.70	2.80
4. 135 to 147.9.....	2.05	2.25	2.55	2.80	2.90
5. 148 and over.....	2.15	2.35	2.65	2.90	3.00
6. Household Roll.....	2.60	2.90	3.30	3.50	3.65

TOWELS DISPENSED IN DOUBLE THICKNESS

7. 70 to 84.9.....	2.60	2.80	3.25	3.45	3.55
8. 85 to 99.9.....	2.80	3.00	3.45	3.70	3.80
9. 100 to 109.9.....	3.00	3.20	3.65	3.95	4.10
10. 110 and over.....	3.20	3.45	3.90	4.20	4.35

<sup>1</sup> The classes are established on basis weights of 24 x 36—500. A manufacturer is permitted a 5% tolerance per case, but in no event may the basis weight vary plus or minus from the stated basis weight by more than 5% of any case.

<sup>2</sup> The maximum prices for household rolls are for cases of 7,500 towels, 7½" x 11". Where the case count or sheet size varies, a directly proportionate adjustment in price shall be made.

These maximum prices are for cases of towels made from furnish containing less than 65% chemical pulp.<sup>3</sup> Where the chemical pulp content is between 65% and 90%, 4% may be added to the case price; where the chemical pulp content is over 90%, 8% may be added to the case price.

The maximum basis weight to be used in computing the manufacturer's maximum price shall be either (i) the basis weight ascribed by the manufacturer for the same item from January 1, 1942 to the issuance of this regulation, or (ii) the actual basis weight of the same item from January 1, 1942 to the issuance of this regulation, whichever is lower. In no

<sup>3</sup> The groups are defined as follows:  
N—Less than 65% chemical pulp.  
O—65% to 90% chemical pulp.  
P—Over 90% chemical pulp.

case shall the price as calculated above exceed the price which was charged for deliveries during March, 1942. (iii) In the event that the maximum price as calculated above is less than 95% of the highest carload price which was charged on a uniform nationally delivered basis by the manufacturer during the period of October 1 to October 15, 1941, the maximum price shall be 95% of such October 1 to 15, 1941 carload price.

(iv) Where towels are made from 100% chemical pulp, and where the following minimum strength and absorbency tests are met, the maximum price, calculated in accordance with the provisions of paragraphs (a) and (b) of this section, may be exceeded by not more than 65¢ per case.

Delivery from dispenser	Basis weight	Strength <sup>1</sup>	Absorbency <sup>2</sup>
Single.....	Under 32#.....	20#	200 seconds.
Single.....	32#-37#.....	25#	175 seconds.
Single.....	38# and over.....	30#	125 seconds.
Double.....	Under 32#.....	40#	20 seconds.
Double.....	32#-37#.....	50#	15 seconds.
Double.....	38# and over.....	60#	10 seconds.

<sup>1</sup> Pounds per square inch, as measured by the Mullen test.

<sup>2</sup> Seconds required for the absorption of one-half cubic centimeter of water placed on the top of the sheet, according to Bureau of Standards test U-U-T-501.

Manufacturer's maximum prices for wet-strength paper towels shall not exceed those in the (X) basis weight class, the group to be determined by the sheet size.

(v) Continuous roll towels take a proportionate price, on an area basis, to household roll towels.

(b) Manufacturers' maximum prices for sales not on a uniform nationally delivered basis. (1) Where a manufacturer does not sell on a nationally delivered basis, his maximum prices, which in no event may exceed the prices charged for deliveries made during March, 1942, shall be computed in accordance with the procedure of paragraph (a) (1) (i) (ii) of this section, with the adjustments as shown in the following table:

Location of manufacturing plant	Point of delivery	Addition to or subtraction from applicable case price
1. Zone 1.....	Zone 1.....	Deduct.....\$0.10
2. Zone 1.....	Zone 2.....	Add.....\$0.05
3. Zone 1.....	Zone 3.....	Add.....\$0.20
4. Zone 1.....	Zone 4.....	Add.....\$0.20
5. Zone 2.....	Anywhere in continental United States (subject to (3) above).	No addition or deduction.

In the event that the maximum prices as calculated in accordance with the provisions of paragraph (b) of this section are less than 95 percent of the highest carload price which was charged by the manufacturer on sales into any particular zone during the period of October 1 to October 15, 1941, the maximum price

shall be 95 percent of such October 1 to October 15, 1941 price for sales into the same zone.

(2) Manufacturers' maximum prices for shipments of other than carload lots to one consignee. On shipments of other than carload lots to one consignee, the manufacturer may add the established differentials which he had in effect during the period October 1 to October 15, 1941. These differentials may be added to the maximum price established by this regulation for carload quantities. These differentials may be charged unless they are disapproved by the Office of Price Administration within 21 days after filing, or an extension thereof specified by the Office of Price Administration. These differentials shall be subject to non-retroactive adjustment by the Price Administrator at any future date. Such differentials shall be reported in accordance with § 1347.508 (c) of this regulation.

(c) Distributors' maximum prices. The distributor's maximum price, which in no event may exceed the highest price charged for deliveries during March, 1942, is to be computed by multiplying the manufacturers' maximum price by the lesser of the following amounts: "Highest price charged" shall include an offering price if no sales were made during March, 1942.

(1) The highest mark-up<sup>4</sup> which the distributor applied to sales of paper towels of a given grade to a purchaser of the same class during March, 1942. Or,

(2) On sales by:

	Paper merchants %	Wholesale druggists %	Wholesale grocers %
1. 2 cases or less.....	155	120½	117½
2. 3 to less than 6 cases.....	140	127½	117½
3. 6 to less than 25 cases.....	127½	122½	117½
4. 25 to less than 200 cases.....	122½	117½	117½
5. 200 cases to less than C/L.....	117½	117½	117½
6. Carload.....	105	117½	117½

(3) Paper merchants, wholesale druggists, and wholesale grocers who purchase toilet tissue from other merchants or distributors may not charge a price in excess of the maximum price which would be applicable if the purchase were made directly from the manufacturer, computed in accordance with paragraphs (a), (b), and (c) of this section. Provided, That on less-than-case sales by wholesale druggists and grocers, the mark-up may exceed the mark-ups specified in paragraphs (c) (1) and (c) (2) of this section by an amount not in excess of the differential between one case and less-than-case lots which was charged on deliveries made during March, 1942.

(4) For sales in carload lots involving shipment from the manufacturer to a person purchasing from a merchant or

<sup>4</sup> See definition of mark-up, § 1347.511 (a) (23).



distributor where local delivery by the merchant or distributor from a warehouse or rail siding is required, there may be added to the maximum price established herein the actual delivery expense (except that no rail freight shall be included), which in no event shall exceed the applicable local common carrier rate. Such expense shall be separately noted in the invoice or other evidence of sale.

(5) Where a merchant or distributor supplies cabinets or other fixtures for the disposing of paper towels in connection with the sale of such products, he may make a charge for the sale of such cabinet or fixture at a price not exceeding 150 per cent mark-up of the cost to him of such cabinet or fixture.

(6) On sales of less than carload lots to points outside his recognized free delivery zones or areas, the merchant or distributor may add to his maximum price the lesser of the following differentials:

(i) The amount which he charged during the period of October 1 to October 15, 1941, or, if he made no such sale, the amount which he would have charged on such sales to purchasers of the same class; or

(ii) The actual freight.

(d) *Retailer's maximum prices.* The retailer shall calculate his maximum price for household roll towels as follows: (for unit and multiple sales separately)

(1) *The maximum price rule.* The retailer shall first find his "net cost" of the brand he is pricing. He must then multiply that "net cost" by his "March, 1942 percentage mark-up." The meanings of "net cost" and "March, 1942 percentage mark-up" are explained in (2) and (3) which follow.

(2) *The meaning of "net cost."* "Net cost" as used in the maximum price rule above means the amount the retailer paid for the brand delivered at his customary receiving point, less all discounts and all allowances allowed him, except the discount for prompt payment. "Net cost" should be based on the first sale of such brand of household roll towels delivered to the retailer in which there has been inserted a copy of this paragraph (d); "Net cost" refers to a customary quantity from a customary supplier and by the customary mode of transportation: *Provided*, That if the cost to the retailer of such household roll towels is adjusted by any amendment issued to this regulation by the Office of Price Administration, then that cost shall be based on the first case of such household roll towels delivered to the retailer at prices subject to the amendment.

(3) *The meaning of "March, 1942 percentage mark-up."* The percentage which the retailer shall use as his "March, 1942 percentage mark-up" depends upon whether or not in March, 1942 he sold such brand of household roll towels:

(i) If the retailer did sell such brand of household roll towels in March, 1942, he shall:

(a) Take the highest price at which he made sales of such household roll towels during March, 1942, and,

(b) Divide this price by his "net cost" of such brand which appeared on his last invoice in March, 1942.

The resulting figure is the retailer's "March, 1942 percentage mark-up." This is the figure by which the retailer should multiply his new cost to arrive at his ceiling price.

(ii) If the retailer did not sell such brand of household roll towels during March, 1942, he shall use his "March, 1942 percentage mark-up" calculated as in (d) (3) above, on the largest volume brand of household roll towels which he sold during March, 1942.

(4) *Fractions of cents.* If the calculation of a maximum price for a customary unit of sale under this Regulation results in a fraction of less than one-half cent, the maximum price shall be reduced to the nearest lower cent; if the calculation results in a fraction one-half cent or more, it should be increased to the nearest higher cent. Calculations shall be made separately for multiple sales and for unit sales of such products.

(5) *Example:* A retailer purchases from his supplier a case of X brand of household roll towels at a net cost of \$3.90 in December, 1942. His last March, 1942 purchase of X brand was made at a net cost of \$4.20 per case. His highest March, 1942 price was 10 cents per roll. He shall find his ceiling price for X brand of household roll towels as follows:

(i) He shall divide 10 cents (his highest March, 1942 retail price) by 8.4 cents per roll (his last net cost in March, 1942).

	1.1905
8.4	10.000
	84
	160
	84
	760
	756
	400
	420

The resulting figure of 1.19 is his "March, 1942 percentage mark-up."

(ii) He multiplies 7.8 cents (his net cost per roll) by 1.19 (his "March, 1942 percentage mark-up")

\$1.19
.078
952
833
\$ .09282

(iii) His ceiling price is \$.09282 or 9 cents per roll.

(e) *Marking of products and notices.*

(1) The manufacturer shall plainly mark on each case of paper towels the basis weight, the chemical pulp class, sheet and roll count, and sheet size, except that cases already prepared for shipment need not be so marked.

(2) The manufacturer shall insert a copy of paragraph (c) of this section in each case of resale paper towels shipped before January 31, 1943, except no such notice need be inserted in cases already prepared for shipment. The manufacturer shall also attach to all billings on

sales made to distributors before January 31, 1943, paragraph (c) of this section.

On both these notifications, the manufacturers shall add the following statement: "Cessation of this notification will not constitute revocation thereof."

Issued this 12th day of November 1942.

LEON HENDERSON,  
Administrator.

[F. R. Doc. 42-11817; Filed, November 12, 1942;  
10:51 a. m.]

#### PART 1418—TERRITORIES AND POSSESSIONS [MPR 183, Amendment 9]

##### PUERTO RICO

A statement of considerations involved in the issuance of this Amendment has been issued simultaneously herewith and has been filed with the Division of the Federal Register.\*

Subparagraphs (7), (8), (9) and (10) are added to paragraph (a) of § 1418.1; in Table I in § 1418.14 (a) (1) (ii) the items Blue Rose and Early Prolific are revoked; subparagraphs (5) and (6) are added to paragraph (a) of § 1418.14; and paragraphs (g), (h), (i) and (j) are added to § 1418.14.

§ 1418.1 *Maximum prices.* (a) Maximum prices are established as follows:

(7) On and after November 13, 1942, regardless of any contract, agreement, lease, or other obligation, or of any price regulation heretofore issued, no person shall sell or deliver, and no person shall buy, dried beans in the Territory of Puerto Rico at prices higher than the maximum prices set forth in § 1418.14 (g), Table VII; and no person shall offer, solicit, or attempt to do any of the foregoing.

(8) On and after November 13, 1942, regardless of any contract, agreement, lease or other obligation, or of any price regulation heretofore issued, no person shall sell or deliver, and no person shall buy onions in the Territory of Puerto Rico at prices higher than the maximum prices set forth in § 1418.14 (h), Table VIII; and no person shall offer, solicit, or attempt to do any of the foregoing.

(9) On and after November 13, 1942, regardless of any contract, agreement, lease or other obligation, or of any price regulation heretofore issued, no person shall sell or deliver, and no person shall buy butter in the Territory of Puerto Rico at prices higher than the maximum prices set forth in § 1418.14 (i), Table IX; and no person shall offer, solicit, or attempt to do any of the foregoing.

(10) On and after November 13, 1942, regardless of any contract, agreement, lease or other obligation, or of any price regulation heretofore issued, no person shall sell or deliver, and no person shall buy evaporated milk in the Territory of Puerto Rico at prices higher than the

\*Copies may be obtained from the Office of Price Administration.

17 F. R. 5620, 6744, 6659, 7454, 7843, 7945, 8558, 8833, 8946.



maximum prices set forth in § 1418.14 (j), Table X; and no person shall offer, solicit, or attempt to do any of the foregoing.

§ 1418.14 *Tables of maximum prices—*  
(a) *Table I: Maximum prices for rice.* \* \* \*

(5) *Table Ia: Specific maximum prices for certain varieties of rice:*

Varieties	Sales to wholesaler (price per pound)	Sales at wholesale (price per pound)	Sales at retail (price per pound)
Blue Rose.....	\$0.0655	\$0.07	\$0.08
Early Prolific.....	.0655	.07	.08

For sales of fractions of a pound the maximum price shall be proportionately computed.

(6) Every person selling the varieties of rice specified in Table Ia to a retailer shall on and after November 13, 1942, before or at the time of his first delivery to each purchaser, supply the purchaser with the following statement:

OPA SPECIFIC MAXIMUM RETAIL PRICES FOR CERTAIN VARIETIES OF RICE IN THE TERRITORY OF PUERTO RICO

	Sales at retail (price per pound)
Blue Rose.....	\$0.08
Early Prolific.....	0.08

For sales of fractions of a pound the maximum price shall be proportionately computed.

The maximum prices for all other varieties of rice are to be computed in accordance with the procedure established in Table I of this Maximum Price Regulation No. 183.

(g) *Table VII: Maximum prices for dried beans.* (1) The maximum prices for dried beans sold or delivered in the Territory of Puerto Rico shall be:

Dried Beans	Sales to wholesaler (price per pound)	Sales at wholesale (price per pound)	Sales at retail (price per pound)
Red Kidney U. S. #1.....	\$0.065	\$0.07	\$0.08
Red Kidney U. S. #2.....	.065	.07	.08
Pea Beans U. S. #1.....	.065	.07	.08
Pea Beans U. S. #2.....	.065	.07	.08
Pintos U. S. #1.....	.065	.07	.08
Pintos U. S. #2.....	.065	.07	.08
Small White #1.....	.07	.073	.08
Small White #2.....	.0685	.073	.08
California Pink #1.....	.07	.073	.08
California Pink #2.....	.0685	.073	.08

For sales of fractions of a pound the maximum price shall be proportionately computed.

(2) Every person selling dried beans to a retailer on and after November 13, 1942, before or at the time of his first delivery to each purchaser shall supply the purchaser with the following statement:

OPA MAXIMUM RETAIL PRICES FOR DRIED BEANS IN THE TERRITORY OF PUERTO RICO

Dried Beans:	Sales at retail (price per pound)
Red Kidney U. S. #1.....	\$0.08
Red Kidney U. S. #2.....	.08
Pea Beans U. S. #1.....	.08
Pea Beans U. S. #2.....	.08
Pintos U. S. #1.....	.08
Pintos U. S. #2.....	.08
Small White No. 1.....	.08
Small White No. 2.....	.08
California Pink #1.....	.08
California Pink #2.....	.08

For sales of fractions of a pound the maximum price shall be proportionately computed.

(h) *Table VII: Maximum prices for onions.* (1) The maximum price for onions sold or delivered in the Territory of Puerto Rico shall be:

	Sales to wholesaler (price per 50# bag)	Sales at wholesale (price per 50# bag)	Sales at retail (price per pound)
Onions.....	\$2.00	\$2.40	\$0.06

For sales of less than 50 pounds at wholesale or for fractions of a pound at retail the maximum price shall be proportionately computed.

(2) Every person selling onions to a retailer on and after November 13, 1942, before or at the time of his first delivery to each purchaser shall supply the purchaser with the following statement:

OPA MAXIMUM RETAIL PRICES FOR ONIONS IN THE TERRITORY OF PUERTO RICO

	Sales at retail (price per pound)
Onions.....	\$0.06

For sales of fractions of a pound the maximum prices shall be proportionately computed.

(i) *Table IX: Maximum prices for butter.* (1) The maximum price for butter sold or delivered in the Territory of Puerto Rico shall be:

	Sales to wholesaler (price per pound)	Sales at retail (price per pound)
Butter.....	\$0.53	0.60

For sales of fractions of a pound the maximum price shall be proportionately computed.

(2) Every person selling butter to a retailer on and after November 13, 1942, before or at the time of his first delivery to each purchaser shall supply the purchaser with the following statement:

OPA MAXIMUM RETAIL PRICES FOR BUTTER IN THE TERRITORY OF PUERTO RICO

	Sales at retail (price per pound)
Butter.....	\$0.60

For sales of fractions of a pound the maximum price shall be proportionately computed.

(j) *Table X: Maximum prices for evaporated milk.* (1) The maximum prices for evaporated milk sold or delivered in the Territory of Puerto Rico shall be:

	Sales to wholesaler (case of 48 14½ oz. cans)	Sales at wholesale (case of 48 14½ oz. cans)	Sales at retail (per 14½ oz. can)
Evaporated milk....	\$3.95	\$4.18	\$0.10

The maximum prices for cans of different sizes shall be adjusted proportionately.

(2) Every person selling evaporated milk to a retailer on and after November 13, 1942, before or at the time of his first delivery to each purchaser shall supply the purchaser with the following statement:

OPA MAXIMUM RETAIL PRICES FOR EVAPORATED MILK IN THE TERRITORY OF PUERTO RICO

	Sales at retail (per 14½ oz. can)
Evaporated milk.....	\$0.10

The maximum prices for cans of different sizes shall be adjusted proportionately.

§ 1418.13a *Effective dates of amendments.* \* \* \*

(i) Amendment No. 9 (§§ 1418.1 (a) (7) (8) (9) (10), 1418.14 (a) (5) (6), (g) and (h)) to Maximum Price Regulation No. 183 shall become effective November 13, 1942.

(Pub. Laws 421 and 729, 77th Cong.; E.O. 9270, 7 F.R. 7871)

Issued this 12th day of November 1942.

LEON HENDERSON,  
Administrator.

[F. R. Doc. 42-11850; Filed, November 12, 1942; 11:54 a. m.]

## PART 1499—COMMODITIES AND SERVICES

[MPR 165, as Amended, Amendment 7]

### SERVICES

A statement of the considerations involved in the issuance of this amendment, issued simultaneously herewith, has been filed with the Division of the Federal Register.

In § 1499.101 (c), subparagraph (43) is amended to read as set forth below:

§ 1499.101 *Prohibition against dealing in services above maximum prices.* \* \* \*

(c) *Services covered.* \* \* \*

(43) Photography services as follows: copying, developing, enlarging, exposing, printing, or taking of all still camera films and plates; color and monochrome printing from color transparencies; mounting, retouching, tinting, or toning of films and prints; vaporating or other preservative treatment of films; repairs or services to or rentals of photographic equipment.

§ 1499.121a *Effective dates of amendments.* \* \* \*

(g) Amendment No. 7 (§ 1499.101 (c) (43)) to Maximum Price Regulation No. 165 as amended shall become effective November 17, 1942.

(Pub. Laws 421 and 729, 77th Cong.; E.O. 9250, 7 F.R. 7871)

Issued this 12th day of November 1942.

LEON HENDERSON,  
Administrator.

[F. R. Doc. 42-11830; Filed, November 12, 1942; 10:47 a. m.]



PART 1499—COMMODITIES AND SERVICES  
[MPR 165 as Amended;<sup>1</sup> Am. 8]  
SERVICES

A statement of the considerations involved in the issuance of this amendment, issued simultaneously herewith, has been filed with the Division of the Federal Register.\*

Paragraph (b) of § 1499.102 is amended to read as follows:

§ 1499.102 *Maximum prices for services.* \* \* \*

(b) If the seller's maximum price cannot be determined under paragraph (a), the maximum price of the "most closely competitive seller of the same class"

- (1) For the same service; or
- (2) If such competitive seller has no maximum price for the same service, for the similar service most nearly like it; or

§ 1499.121a *Effective dates of amendments.* \* \* \*

(h) Amendment No. 8 to Maximum Price Regulation No. 165 as amended shall become effective November 18, 1942.

(Pub. Laws 421 and 729, 77th Cong.; E.O. 9250, 7 F.R. 7871)

Issued this 12th day of November 1942.

LEON HENDERSON,  
Administrator.

[F. R. Doc. 42-11818; Filed, November 12, 1942;  
10:48 a. m.]

PART 1499—COMMODITIES AND SERVICES  
[Order 68 Under § 1499.18 (b) of GMPR]  
STANDARD BRANDS, INC.

Order No. 68 under § 1499.18 (b) of the General Maximum Price Regulation—Docket No. GF3-1192.

For reasons set forth in an opinion issued simultaneously herewith, *It is ordered:*

§ 1499.868 *Adjustment of maximum prices for Chase and Sanborn brand coffee sold by Standard Brands, Inc.* (a) Standard Brands, Inc., 595 Madison Avenue, New York, N. Y., may sell and deliver, and any person may buy and receive from Standard Brands, Inc., the following commodities at prices not higher than those set forth below:

(i) Chase and Sanborn brand coffee packed in paper bags of 1 pound each at 28¢ per pound.

(ii) Chase and Sanborn, Inc., shall continue the customary quantity discounts, allowances or any other price differentials existing in March 1942.

(b) Purchasers from Standard Brands, Inc., or from wholesale distributors of Standard Brands products shall in no event charge more for Chase and Sanborn coffee at retail than their maximum prices as determined under paragraph (a) of § 1499.2 of the General Maximum Price Regulation, or as adjusted under any other regulation is-

sued by the Office of Price Administration.

(c) On or after the effective date of the order, before or at the time of, his first delivery to any wholesaler or retailer, Standard Brands, Inc., shall supply a written statement as follows:

A price increase of one cent per pound on Chase & Sanborn brand coffee has been granted us by the Office of Price Administration. This increase was granted because our March 1942 price was abnormally low in relation to the prices charged by our competitors and the resulting hardship would have made it impossible to continue production. Our new price of 28¢ per pound is subject to all allowances, discounts and trade practices we had in effect in March 1942 with respect to sales of Chase and Sanborn Coffee. Your established ceiling price cannot be increased except that your maximum delivered selling price may be increased to the extent of adjusted mark-ups determined under the provisions of Maximum Price Regulation No. 237 (Adjusted and Fixed Mark-up Regulation for Sales of Certain Food Products at Wholesale) or Maximum Price Regulation #238 (Adjusted and Fixed Mark-up Regulation for Sales of Certain Food Products at Retail).

(d) All prayers of the petition not granted herein are denied.

(e) This Order No. 68 may be revoked or amended by the Price Administrator at any time.

(f) This Order No. 68 is hereby incorporated as a section of Supplementary Regulation No. 14 which contains modifications of maximum prices established by § 1499.2.

(g) This Order No. 68 (§ 1499.868) shall become effective November 12, 1942.

(Pub. Laws 421 and 729, 77th Congress, E.O. 9250, 7 F.R. 7871)

Issued this 12th day of November, 1942.

LEON HENDERSON,  
Administrator.

[F. R. Doc. 42-11829; Filed, November 12, 1942;  
10:47 a. m.]

PART 1499—COMMODITIES AND SERVICES  
[Amendment 1 to Order 92<sup>1</sup> Under § 1499.3  
(b) of GMPR]

KRAFT CHEESE CO.

For the reasons set forth in an opinion issued simultaneously herewith, *It is ordered:*

Amended: § 1499.956 (a), (b), and (d).  
Added: § 1499.956 (g), (h), and (i).

§ 1499.956 *Authorization of maximum prices for sales of Kraft Spaghetti Dinner, a combination of dry spaghetti and a dehydrated sauce mixed with cheese, by Kraft Cheese Company of Chicago, Illinois, by authorized distributors and by retailers.* (a) On and after November 12, 1942, the maximum price for sale by Kraft Cheese Company, having its principal place of business in Chicago, Illinois, and by its authorized distributors, of Kraft Spaghetti Dinner, a combination of dry spaghetti and a dehydrated sauce mixed with cheese, shall be the list prices to retailers delivered at purchasers' customary receiving points as follows:

(1) \$1.85 per dozen of 7½ ounce packages in the states of California, Oregon, Washington, Nevada, Idaho, Arizona, Utah, Montana (Billings and West), and Wyoming (Western half).

(2) \$1.80 per dozen of 7½ ounce packages in all other states and in the District of Columbia.

subject to the customary quantity discounts applying to Kraft Dinner items.

(b) A seller at retail shall determine his maximum selling price of Kraft Spaghetti Dinner by adding to his net cost of this product a markup of 33⅓% of his net cost, except that the maximum selling price at retail so determined shall not exceed 21¢ per 7½ ounce package in the area described in subparagraph (1) of paragraph (a) above and shall not exceed 20¢ per 7½ ounce package in the area described in subparagraph (2) of paragraph (a) above. If the price so determined is a fractional cent price and the fraction of a cent is less than one-half of a cent, the price shall be lowered to the next lower cent. If the fraction is one-half cent or larger, the retailer is permitted to increase his maximum price to the next larger cent.

Net cost as used in this paragraph shall be the retailer's invoice cost of Kraft Spaghetti Dinner based on the purchase of a customary quantity of this type of item delivered at his customary receiving point less all discounts, allowances, and free deals, except cash discount for prompt payment. Net cost shall not include unloading charges or charges for local cartage.

(d) Kraft Cheese Company shall distribute or cause to be distributed at the time of or before the initial sale to each retailer purchasing Kraft Spaghetti Dinner from said company or from an authorized distributor or shall print on, include in or securely attach to each shipping case for a period of three months after the initial offering of this product written notice as follows:

The Office of Price Administration has authorized us and our authorized distributors to sell Kraft Spaghetti Dinner to retailers at maximum delivered selling prices of:

\$1.85 per dozen of 7½ ounce packages in the states of California, Oregon, Washington, Nevada, Idaho, Arizona, Utah, Montana (Billings and West), and Wyoming (western half).

\$1.80 per dozen of 7½ ounce packages in all other states and in the District of Columbia.

subject to customary quantity discounts applying to Kraft Dinner items.

As a retailer, you are to determine your maximum selling price of Kraft Spaghetti Dinner by adding to your net cost of Kraft Spaghetti Dinner a 33⅓% markup on your net cost. Your maximum selling price so determined cannot exceed 21¢ per 7½ ounce package in the Western territory described above nor can it exceed 20¢ per 7½ ounce package in all other states and in the District of Columbia.

Your "net cost" of Kraft Spaghetti Dinner is described by the Office of Price Administration Order as your invoice cost based on a purchase of a customary quantity of this type of item delivered at your customary receiving point less all discounts, allowances and free deals, except cash discount for prompt payment. Net cost shall not include unloading charges or charges for local cartage.

\* Copies may be obtained from the Office of Price Administration.

<sup>1</sup> 7 F.R. 6428, 6966, 8239, 8798, 8943.

<sup>1</sup> 7 F.R. 8287.



You are required to keep this notice for examination.

(g) On and after November 12, 1942, the maximum price for sale by Kraft Cheese Company of Kraft Spaghetti Dinner, shall be the net price to distributors delivered at purchasers' customary receiving points as follows:

- (1) \$1.54 per dozen of 7½ ounce packages in the states of California, Oregon, Washington, Nevada, Idaho, Arizona, Utah, Montana (Billings and west) and Wyoming (western half).
- (2) \$1.49 per dozen of 7½ ounce packages in all other states and in the District of Columbia.

(h) Kraft Cheese Company shall mail at the time of, or before each, initial sale to each distributor written notice of its maximum prices and of distributors' maximum prices for sales to retailers.

(i) Amendment No. 1 (§ 1499.956 (a) (b) (d) (g) (h) (i)) to Order No. 92 under § 1499.3 (b) of the General Maximum Price Regulation shall become effective November 12, 1942.

(Pub. Laws 421 and 729, 77th Cong.; E.O. 9250, 7 F.R. 7871)

Issued this 12th day of November 1942.

LEON HENDERSON,  
Administrator.

[F. R. Doc. 42-11827; Filed, November 12, 1942; 10:47 a. m.]

PART 1499—COMMODITIES AND SERVICES  
(Order 93 Under § 1499.18 (b) of GMPR)

CHARLES A. BALDWIN & SONS

Order No. 93 under § 1499.18 (b) of the General Maximum Price Regulation—Docket No. GF1-548-P—Charles A. Baldwin & Sons, West Stockbridge, Massachusetts.

For the reasons set forth in an Opinion issued simultaneously herewith, it is ordered:

§ 1499.893 *Adjustment of maximum prices for sale of Red Cross Gauze Bandages by Charles A. Baldwin & Sons, of West Stockbridge, Massachusetts.* (a) Charles A. Baldwin & Sons, of West Stockbridge, Massachusetts, may sell and deliver, and any purchaser may buy and receive Red Cross Bandages manufactured by Johnson & Johnson at prices not in excess of those hereinafter set forth:

1 inch x 10 yards at.....	\$0.61
1½ inch x 10 yards at.....	.90
2 inch x 10 yards at.....	1.13

(b) All discounts, allowances, practices with regard to charges for transportation and other trade practices in effect with respect to the above listed commodity during March, 1942, by the seller, shall remain in effect under this Order.

(c) Charles A. Baldwin & Sons, of West Stockbridge, Massachusetts, shall until November 30, 1942, send to each retailer purchasing the following Johnson &

Johnson Red Cross Gauze Bandages a copy of the following notice:

The Office of Price Administration has permitted us to raise our maximum prices for the sale to you of Red Cross Gauze Bandages manufactured by Johnson & Johnson as follows:

1 inch x 10 yards from \$0.45 to \$0.61.
1½ inch x 10 yards from \$0.85 to \$0.90.
2 inch x 10 yards from \$1.00 to \$1.13.

You or any other sellers are not permitted by such order to raise your maximum prices for the sale of such Johnson & Johnson Red Cross Gauze Bandages. If, however, you feel that you are suffering substantial hardship and your maximum prices are abnormally low in relation to the maximum prices established for your most competitive sellers of such products, you may apply to the Office of Price Administration in Washington, D. C., under the provisions of § 1499.13 (a) of the General Maximum Price Regulation prior to November 30, 1942.

(d) This Order No. 93 may be revoked or amended by the Price Administrator at any time.

(e) This Order No. 93 (§ 1499.893) is hereby incorporated as a section of Supplementary Regulation No. 14, which contains modifications of maximum prices established by § 1499.2.

(f) This Order No. 93 (§ 1499.893) shall become effective November 13, 1942.

(Pub. Laws 421 and 729, 77th Cong., E.O. 9250, 7 F.R. 7871)

Issued this 12th day of November 1942.

LEON HENDERSON,  
Administrator.

[F. R. Doc. 42-11828; Filed, November 12, 1942; 10:47 a. m.]

TITLE 38—PENSIONS, BONUSES, AND VETERANS' RELIEF

Chapter I—Veterans' Administration

PART 5—ADJUDICATION: DEPENDENTS' CLAIM

PENSIONABLE AND COMPENSABLE SERVICE FOR DEATH PENSION AND COMPENSATION PURPOSES

Sections 5.2548 and 5.2576 are revised.

§ 5.2548 *Death of World War Veteran from disease or injury not the result of military service, who at time of death had a service-connected disability* (Public No. 484, 73d Congress, as amended). No change in (a), (b), (c), (d), (e), (f), (g), and (h).

(i) *Absence for seven years.* On and after June 5, 1942, compensation under Public No. 484, 73d Congress, as amended, may be awarded to persons, otherwise entitled, in instances where the death of the veteran is presumed by applying the provisions of Public No. 591, 77th Congress, relating to the continued and unexplained absence of a person from his home and family for a period of seven years, provided the veteran had a service-connected disability such as would, by its nature, be known to have existed to a degree which would bring it within the provisions of Public No. 484, 73d

Congress, as amended, at the time presumption of death arose. The date of death in such cases is the date determined to be the end of the seven year period. (See §§ 5.2518 and 5.2576 (h).) (November 14, 1942) (Pub. No. 591, 77th Cong.)

§ 5.2576 *Public No. 484, 73d Congress, as amended by Public No. 844, 74th Congress, Public No. 304 and 514, 75th Congress, Public No. 198, 76th Congress, and Section 9, Public No. 866, 76th Congress.* No change in (a), (b), (c), (d), (e), (f), and (g).

(h) *Original awards of compensation under Public No. 484, 73d Congress, as amended, predicated upon a finding of continued and unexplained absence of a veteran from his home and family for a period of seven years* (Public No. 591, 77th Congress; §§ 5.2518 and 5.2548 (1)). under which it must be borne in mind that the date of death is the date determined to be the end of the seven year period, shall commence:

(1) On June 5, 1942, in those cases where the death of the veteran is determined to have occurred prior to June 5, 1942, and an application was pending on that date or filed on or after that date and within one year following the date of death.

(2) The day following the date of death where the death of the veteran is determined to have occurred on or after June 5, 1942, and application is filed within one year following the date of death.

(3) The date of filing application, if application is not filed within one year from date of death, but in no event prior to June 5, 1942. (November 14, 1942) [Pub. No. 591, 77th Congress]

Previous paragraph (h) relettered (i).

[SEAL] FRANK T. HINES,  
Administrator.

[F. R. Doc. 42-11848; Filed, November 12, 1942; 11:28 a. m.]

TITLE 46—SHIPPING

Chapter IV—War Shipping Administration

PART 303—CONTRACTS FOR CARRIAGE ON VESSELS OWNED OR CHARTERED BY THE WAR SHIPPING ADMINISTRATION

[General Order 26]

UNIFORM PASSENGER TICKET

Whereas on February 7, 1942, by Executive Order No. 9054 the President of the United States, by virtue of the authority in him vested, established the War Shipping Administration under the direction of the Administrator, to perform, among other functions, control of the operation and use of all ocean vessels under the flag and control of the United States, except (1) combatant vessels of the Army, Navy, and Coast Guard; fleet auxiliaries of the Navy; and transports owned by the Army and Navy; and (2) vessels engaged in coastwise, intercoastal and inland transportation under the control of the Director of the Office of Defense Transportation, and the issuance of such directives concerning shipping op-



No. 223—11



in judgment exercised in good faith. In the event of any such refusal to transport passenger, or such landing or ejection of passenger, carrier's sole obligation to passenger shall be to refund the fare paid or a sum deemed by carrier to be a fair proportion of the fare for any unused portion of this ticket, and in either case, less any expenses paid or incurred by the carrier because of the aforesaid conditions or for account of the passenger. The acceptance of passenger for passage shall not constitute a waiver by carrier of any right to object thereafter to any condition or conduct of passenger which would have brought passenger within any of the above classes at time of acceptance for passage.

14. If the vessel carries a surgeon, physician, barber, hairdresser, or manicurist, that is done solely for the convenience of passengers and any such person in dealing with a passenger shall not be considered in any respect as the servant or agent of the carrier and the carrier shall not be liable for any act or omission of such person or those under his or her orders, or assisting him or her with respect to treatment, advice or care of any kind given to any passenger. The surgeon, physician, barber, hairdresser or manicurist shall be entitled to make a proper charge subject to the approval of the master, for any services performed with respect to a passenger and the carrier shall not be concerned otherwise in any way whatsoever in any such arrangement. The carrier shall not be under any obligation to provide the passenger with facilities for medical treatment or care in any case until the master has received notice from the passenger, which shall be in writing, if possible, that medical treatment or care is required and the carrier shall have had an opportunity to provide such facilities.

15. Passenger will pay all port charges, health fees, quarantine dues and charges, and in case of detention by quarantine, no matter for what reason, passenger will bear all risks and expenses thereby incurred. If quarantined on ship, passenger will pay daily to carrier for maintenance according to the latter's charges for every day of detention. Passenger agrees that carrier shall have a lien upon all passenger's baggage, and all property of passenger on the ship, for such charges and for all other property charges due carrier from passenger, including but not limited to bar, laundry, excess baggage, telegrams and other items of such nature, and carrier shall have the right to hold and retain such baggage and property until such charges are paid, and if not paid within 60 days after demand, carrier may enforce this lien by public or private sale of such baggage and property.

16. Carrier does not undertake to transport passenger or passenger's baggage between the anchorage and the landing where the landing is not reached by the ship; such transportation by others to be at the passenger's risk and expense and without liability or responsibility on the part of the carrier.

17. Liability of the carrier in any capacity whatsoever under this ticket is limited to the time the passenger and/or passenger's baggage are on board the ship. Carrier acts only as agent for the passenger in arranging any transportation beyond its own line, or in securing accommodations or facilities of any nature on behalf of passenger, and shall have no liability or responsibility therefor. Carrier shall have no obligation to provide care or maintenance for passenger at point of transfer to other carrier or ship.

18. Passenger assumes the risk of, and agrees that carrier shall not be liable for (a) injury, death or delay of or to passenger or (b) loss, damage or delay of or to passenger's baggage, effects or property arising from, caused by or in the judgment of the carrier or master rendered necessary or advisable by

reason of any Act of God or public enemies, arrests, restraints of princes, rulers or people, piracy, war, revolution, rebellion, insurrection, civil strife, fire, explosion, collision, stranding, grounding, perils of the sea, rivers, canals, locks or other waters, perils of navigation of any kind, lack of water or passageway in canals, theft, accident to or from machinery, boilers, steam or latent defects even though existing at embarkation or commencement of voyages, barratry, desertion or revolt of crew, seizure of ship by legal process, strike, lockout or labor disturbance whatsoever (whether or not such strike, lockout or labor disturbance results from a dispute between carrier and its employees or between other parties, whether or not the fault of carrier), or from causes of any kind beyond carrier's control, whether or not of like or similar character to the foregoing.

19. The fare for transportation under this ticket is based partly upon limitations and restrictions on the value, amount, and the nature of passenger's baggage, effects and property, and carrier's liability and obligations in respect thereof. Full fares include transportation of baggage not exceeding weights and volumes set forth in carrier's current passenger traffic rules and regulations and additional charge at rates prescribed therein will be payable for any excess. Carrier in no event shall have any liability whatsoever for any baggage, effects, or property consisting of money, jewelry, or other articles of high value mentioned in Title 46, section 181, U. S. Code, unless the same have been delivered to and accepted by carrier for transportation under bill of lading, or have been deposited with purser. Carrier in no event shall have any liability whatsoever for the loss, destruction, theft, embezzlement, delay or damage of or to any passenger's baggage, effects, or property, not shipped under bill of lading, whether deposited or intended for deposit with purser or carried or intended for carriage in baggage rooms, passenger's custody, in excess of \$100 for a passenger paying full adult fare or, in the case of a passenger paying less than full adult fare, in excess of a proportion of such sum based on the relation of the fare paid to such full adult fare, which amount it is agreed value of same does not exceed, unless on or before deposit of same with purser or delivery of custody of same to carrier, or if not so deposited or delivered, then on or before embarkation, passenger shall declare in writing to carrier a higher value for same and shall pay carrier such sum, not exceeding five per cent on such declared excess, as may be fixed by carrier, in which event any liability of carrier shall not exceed the sum so declared. Any partial loss or damage for which the carrier may be liable shall be adjudged pro rata on the foregoing basis. Birds, dogs or other animals will not be carried as baggage, and if carried will be subject to carrier's regulations.

20. Carrier does not undertake to carry as baggage merchandise, furniture, household effects, paintings, pictures, securities, documents, instruments, samples, perishable goods, property of other than the passenger, glassware, liquids or bric-a-brac or any other articles whatsoever not necessary for the passenger's personal use on the voyage covered hereby, and transportation thereof must be arranged for in writing by bill of lading or otherwise by the passenger with the carrier.

21. Carrier shall have no liability for loss of life or bodily injury unless written notice of claim shall be given to, and written claim filed with carrier not later than six months, and suit on such claim is begun not later than one year from the day when such death or injury shall have occurred. Such notice shall be given at the home office of carrier or to carrier's agent at place of landing. Carrier shall have no liability whatsoever for any other loss, destruction, theft, embezzlement,

delay, or damage in connection with this transportation unless written notice of claim therefor is so presented and given within thirty days, and unless suit on such claim is begun and process served within six months from the day passenger is landed or the ship arrives at passenger's destination, whichever is the earlier.

22. All provisions of law relating to carrier's exemption from and limitation of liability, shall be applicable also to the master.

23. All questions arising under this contract shall be decided according to the laws of the United States.

24. No agent or employee of carrier shall have any authority to modify or waive any of the terms or conditions of this contract, and it expressly is agreed by passenger that no modification or waiver respecting this contract shall be effective which is not in writing and signed by a duly authorized officer of carrier. Any waiver of any regulation of carrier or condition of this contract, or any failure to assert or enforce any right of carrier under this contract, shall not be deemed a waiver as to any other or further breach. No action by carrier or any agent, employee or attorney of carrier, in considering or dealing in respect of claims of passenger, shall be considered a waiver of any of the terms or conditions of this contract.

25. Each of the provisions of this ticket contract is, and is to be deemed, severable, and if any thereof should be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect.

26. Nothing in this ticket shall operate to limit or deprive the carrier of any statutory protection or exemption from, or limitation of, liability, which would have been applicable in the absence of any terms set forth herein, and, in particular, the carrier shall be entitled to the benefit of sections 4281 to 4286, inclusive, of the Revised Statutes of the United States.

27. In the event that any person designated in this ticket is received under an agreement for free transportation, this ticket has effect only as a non-transferable pass and is given only on the condition that the user assumes all risk of personal injury, loss of life and loss of or damage to property however caused, and expressly agrees that the carrier shall not be liable under any circumstances whatsoever, and whether or not there be negligence on the part of the carrier or its agents or servants, for injury to the person or loss of life, or for loss of or damage to property. The above exemption from liability shall be applicable even though the user of the ticket is charged for meals and berth, and the carrier may also avail itself of any provisions contained in this ticket which may operate in its favor.

FOR THE MASTER,

(Name of agent in print)

By: \_\_\_\_\_

As agent for the master

By: \_\_\_\_\_

Issued at \_\_\_\_\_

Dated \_\_\_\_\_, 19\_\_\_\_

Accepted: \_\_\_\_\_

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Passenger

§ 303.25 *Size and type of uniform passenger ticket.* Said passenger ticket shall be printed in type no smaller than six point. All operators shall at their own expense, under agency agreements now or hereafter in effect, cause said passenger ticket to be printed as aforesaid, and any such operator shall indicate its name and may also print appropriate



and customary house flags, office addresses, etc., on the face thereof.

§ 303.26 *Consent of master required.* Prior to the issuance of tickets for the carriage of passengers on any vessel the operator or agent thereof shall obtain the written consent of the master of said vessel to the execution of such tickets, for and on behalf of said master.

§ 303.27 *Signature by passengers.* All passenger tickets, when practicable, must be signed by the passenger, as well as the agent for the master. When it shall not be practicable to procure the signature of a passenger a ticket shall be issued to such passenger and shall have conspicuously stamped upon the face thereof the following:

NOTICE

Passenger to whom this ticket is issued is carried at the convenience of the United States. Passenger's signature is not required. Passenger is notified, however that carrier and vessel reserve all limitations, exceptions and rules set forth herein as governing the contract of carriage.

READ TICKET CAREFULLY

§ 303.28 *Special terms and conditions.* The operator shall, upon previous advice to War Shipping Administration, incorporate in all passenger tickets any special arrangements on the face thereof and any special clauses respectively appropriate to the trade and route undertaken, and shall make such changes in the arrangement of the face of the ticket as best suit the operator's needs.

§ 303.29 *Short form of passenger ticket.* If or when a short form of passenger ticket shall have been approved incorporating by reference the aforesaid terms and conditions of carriage it shall be used with the same force and effect as though the said terms and conditions had been set forth in full therein.

§ 303.30 *Approval of other forms of passenger ticket.* The right is reserved to approve other forms of passenger tickets or clauses as the Administrator may deem appropriate in certain circumstances.

[SEAL]

E. S. LAND,  
Administrator.

NOVEMBER 11, 1942.

[F. R. Doc. 42-11813; Filed, November 12, 1942; 10:35 a. m.]

TITLE 47—TELECOMMUNICATION

Chapter I—Federal Communications Commission

PART 15—RULES AND REGULATIONS GOVERNING ALL RADIO STATIONS IN THE WAR EMERGENCY RADIO SERVICE

The Commission on November 6, 1942, effective immediately, adopted the following amendments:

§ 15.2 *Civilian defense stations.* The term "Civilian defense station" means a station operated by a municipal govern-

ment for emergency communication relating directly to the activities of the United States Citizens' Defense Corps<sup>1</sup> or other equivalent officially recognized organization.

§ 15.61 *Eligibility for station license.* Authorizations for civilian defense stations will be issued only to municipal governments, such as cities, towns, counties, etc.

§ 15.62 *Supplementary statements.* (a) \* \* \*

(4) Methods to be used in monitoring, supervising, and controlling the operation of all stations for which license is requested, including method of compliance with Restricted Order No. 2.

§ 15.64 *Communication with other stations.* Within the scope of service permitted under § 15.63 and during tests and drills, civilian defense stations may

<sup>1</sup> United States Citizens' Defense Corps is an organization of enrolled civilian volunteers established within the Office of Civilian Defense to implement the passive defense.

Time zone	Eastern	Central	Mountain	Pacific
Wednesdays.....	10 p. m.-12 m.....	9 p. m.-11 p. m.....	8 p. m.-10 p. m.....	7 p. m.-9 p. m.....
Sundays.....	5 p. m.-7 p. m.....	4 p. m.-6 p. m.....	3 p. m.-5 p. m.....	2 p. m.-4 p. m.....

(b) Tests may be conducted by individual stations during any period of the respective station license, in accordance with the following schedule:

Time zone	Eastern	Central	Mountain	Pacific
Sundays.....	5 p. m.-7 p. m.....	4 p. m.-6 p. m.....	3 p. m.-5 p. m.....	2 p. m.-4 p. m.....

All times given are local standard (war) time.

§ 15.82 *Supplementary statement.* (d) Methods to be used in monitoring, supervising, and controlling the operation of all stations for which the license is requested, including method of compliance with Restricted Order No. 2.

§ 15.83 *Scope of service.* (b) State guard stations may be used to communicate with stations in the war emergency radio service, in the emergency radio service (police, forestry, special emergency, and marine fire stations), and with United States Government stations, in those cases which require cooperation or coordination of activities. Transmissions not directed to a specific authorized station are prohibited.

By the Commission.

[SEAL]

T. J. SLOWIE,  
Secretary.

[F. R. Doc. 42-11775; Filed, November 11, 1942; 11:56 a. m.]

[Order No. 94-A]

PART 3—RULES GOVERNING STANDARD AND HIGH-FREQUENCY BROADCAST STATIONS

MINIMUM OPERATING TIME

At a session of the Federal Communications Commission held at its offices in

Washington, D. C., on the 6th day of November 1942:

be used to communicate with other stations in the war emergency radio service, with stations in the emergency radio service (police, forestry, special emergency, and marine fire stations), and with United States Government stations, in those cases which require cooperation or coordination of activities. Transmissions not directed to a specific authorized station are prohibited.

§ 15.75 *Tests.* The licenses of civilian defense stations are permitted to make such tests as are necessary for the purpose of maintaining equipment, making adjustments to insure that the apparatus is in operating condition, training personnel, and perfecting methods of operating procedure: *Provided,* That such tests shall be conducted only during the following periods:

(a) Tests may be conducted by individual stations during the three months' period immediately following the date on which the respective station license was first granted, in accordance with the following schedule:

Washington, D. C., on the 6th day of November 1942:

It appearing (1) that the demand by the military services has decreased the supply of trained personnel available for the operation of broadcast stations, and (2) that there is a scarcity of materials for the maintenance of broadcast stations, and

It further appearing that a relaxation of the Commission's Rules, Regulations and other requirements with respect to minimum operating schedules for broadcast stations will serve the public interest;

Now, therefore, *It is ordered:*

1. That until further order of the Commission § 3.71 of the Rules and Regulations with respect to minimum operating schedules for standard broadcast stations be, and it is hereby, suspended; and in lieu thereof, except Sundays, the minimum operating schedule for standard broadcast stations shall be one-third of the total hours it is authorized to operate between 6 a. m. and midnight, local standard time, except that in an emergency, due to causes beyond the control of the licensee, it becomes impossible to continue operating, the station may cease operation for a period of not to exceed 10 days, provided that the Commission and the Inspector in Charge shall be notified in writing immediately after the emergency develops.



It is further ordered, That Order No. 94<sup>1</sup> be, and it is hereby, repealed.

[SEAL] FEDERAL COMMUNICATIONS COMMISSION.  
T. J. SLOWIE, Secretary.

[F. R. Doc. 42-11771; Filed, November 11, 1942; 11:18 a. m.]

[Order No. 107]

### PART 3—RULES GOVERNING STANDARD AND HIGH-FREQUENCY BROADCAST STATIONS

#### CHANGES IN METHOD OR METHODS OF DETERMINING CERTAIN OPERATING CONSTANTS OF STANDARD BROADCAST STATIONS

At a session of the Federal Communications Commission held at its offices in Washington, D. C., on the 6th day of November 1942.

Pursuant to the request of the Board of War Communications,

It is ordered:

1. That the provision of § 3.52 of the Rules and Regulations with respect to determining the operating power of Standard Broadcast stations by the indirect method be, and they are hereby, suspended, and in lieu thereof, the following provisions be, and they are hereby, substituted:

§ 3.52 *Operating power: indirect measurement.* The operating power determined by indirect measurement from the plate input power of the last radio stage is the product of the plate voltage ( $E$ ), the total plate current of the last radio stage ( $I_p$ ), and the proper factor ( $F$ ) given in the following tables: that is

Operating Power  $E_p \times I_p \times F$

#### A. FACTOR TO BE USED FOR STATIONS EMPLOYING PLATE MODULATION IN THE LAST RADIO STAGE<sup>1</sup>

[Factor ( $F$ ) to be used in determining the operating power from the plate input power]

Maximum rated carrier power of transmitter: <sup>2</sup>	
100-1,000 watts.....	0.88
5,000 and over watts.....	1.00

#### B. FACTOR TO BE USED FOR STATIONS OF ALL POWERS USING LOW LEVEL MODULATION<sup>1</sup>

[Factor ( $F$ ) to be used in determining the operating power from the plate input power]

Class of power amplifier in the last radio stage:	
Class B.....	0.44
Class BC <sup>3</sup> .....	0.82

#### C. FACTORS TO BE USED FOR STATIONS OF ALL POWERS EMPLOYING GRID MODULATION IN THE LAST RADIO STAGE<sup>1</sup>

[Factor ( $F$ ) to be used in determining the operating power from the plate input power]

Type of tube in the last radio stage:	
Table C <sup>1</sup> .....	0.32
Table D <sup>1</sup> .....	0.44

<sup>1</sup> See power rating of vacuum tubes.

<sup>2</sup> The maximum rated carrier power must be distinguished from the operating power. (See §§ 2.18 and 2.19).

<sup>3</sup> All linear amplifier operation where efficiency approaches that of class C operation.

2. That the provisions of the 6th paragraph of section 7, "Further Require-

<sup>17</sup> F. R. 3249.

ment for Direct Measurement of Power", of the Standards of Good Engineering Practice, reading:

An accurate determination of the antenna resistance can only be made by taking a series of measurements each for a different frequency. From 10 to 12 resistance measurements covering a band 50 to 60 kc. wide with the operating frequency near the middle of the band must be made to give data from which accurate results may be obtained. The values measured should be plotted with frequency as abscissa and resistance in ohms as ordinate and a smooth curve drawn. The point on the ordinate where this curve intersects the operating frequency gives the value of the antenna resistance.

be, and they are hereby, suspended, and in lieu thereof the following provisions be, and they are hereby, substituted therefor:

An accurate determination of the antenna resistance can only be made by taking a series of measurements each for a different frequency. From 10 to 12 resistance measurements covering a band 50 to 60 kc. wide with the operating frequency near the middle of the band must be made to give data from which accurate results may be obtained. The values measured should be plotted with frequency as abscissa and resistance in ohms as ordinate and a smooth curve drawn. The value of the point on the ordinate where this curve intersects the operating frequency, multiplied by the factor 1.26, gives the value of the antenna resistance.

3. That each broadcast station shall operate in accordance with best engineering practice for the conservation of equipment. The instructions and suggestions set forth in "The Manual for the Adjustment of Broadcast Equipment" and any subsequent amendments or additions thereto shall be the basis of such operation and for points not specifically covered or where they may not be specifically applicable to the particular equipment, the principles set out shall be followed. In all other particulars, operation shall be in accordance with the Rules and Regulations and Standards of Good Engineering Practice governing Standard Broadcast stations.

It is further ordered, That the license of each standard broadcast station shall be modified so as to conform to this order.

This order shall be effective at 3 a. m., E. S. T., on December 1, 1942.

[SEAL] FEDERAL COMMUNICATIONS COMMISSION.  
T. J. SLOWIE, Secretary.

[F. R. Doc. 42-11770; Filed, November 11, 1942; 11:19 a. m.]

### TITLE 49—TRANSPORTATION AND RAILROADS

#### Chapter II—Office of Defense Transportation

[Special Dir. ODT, 18, Rev.-4]

#### PART 520—CONSERVATION OF RAIL EQUIPMENT—EXCEPTIONS, PERMITS, SPECIAL DIRECTIONS

##### SUBPART C—CARLOAD FREIGHT TRAFFIC

Pursuant to the provisions of § 500.22, Subpart C, (General Order ODT 18, Re-

<sup>1</sup> Filed as part of the original document.

vised), Part 500, this chapter and title of the Code of Federal Regulations, It is hereby ordered, That:

§ 520.484 *Transportation from warehouses.* Notwithstanding the provisions of § 500.21, Subpart C, (General Order ODT 18, Revised,) Part 500, this chapter and title of the Code of Federal Regulations, any rail carrier may accept for transportation at any warehouse in the United States, or forward therefrom, carload shipments of perishable food products moving under transit privileges provided for in rail carriers' tariffs when such freight is loaded to a weight which equals or exceeds the weight loaded in the car from which the shipment was unloaded into such warehouse. This provision shall apply only to shipments which were billed from the original point of shipment prior to November 1, 1942.

§ 520.485 *Effective date.* This special direction shall become effective November 9, 1942.

Issued at Washington, D. C., this 9th day of November 1942.

V. V. BOATNER,  
Director of Division of  
Railway Transport.

[F. R. Doc. 42-11743; Filed, November 10, 1942; 2:52 p. m.]

### PART 501—CONSERVATION OF MOTOR EQUIPMENT

[General Order ODT 22, Amendment 1]

#### SUBPART N—TAXICABS AND TAXI SERVICE IN NEW YORK CITY

By virtue of the authority vested in me by Executive Order No. 8989, dated December 18, 1941, and by Executive Order No. 9156, dated May 2, 1942, Title 49, Chapter II, Part 501, Subpart N, (General Order ODT 22<sup>1</sup>), § 501.114, of the Code of Federal Regulations, is hereby amended to read as follows:

§ 501.114 *Operating regulations.* Notwithstanding the provisions of § 501.82 of this part (General Order ODT 20, as amended,<sup>2</sup>) no person shall drive or operate a taxicab to any point or points more than five (5) miles beyond the corporate limits of New York, New York.

This amendment shall become effective on November 11, 1942.

(E.O. 8989, 9157; 6 F.R. 6725, 7 F.R. 3349)

Issued at Washington, D. C., this 11th day of November 1942.

JOSEPH B. EASTMAN,  
Director of Defense Transportation.

[F. R. Doc. 42-11754; Filed, November 11, 1942; 11:00 a. m.]

<sup>1</sup> 7 F.R. 7206.

<sup>2</sup> 7 F.R. 6906, 7 F.R. 7694.



## Notices

### DEPARTMENT OF THE INTERIOR.

#### Bituminous Coal Division.

#### BRANT COAL COMPANY ET AL.

#### ORDER REVOKING REGISTRATIONS

In the matter of the revocation of registrations as distributors of Brant Coal Company, Engler, Nina C. (Engler Coal & Coke Company), Fostoria Ice & Coal Co., May and Son (Lester G. May & Edward May), Elizabeth Pater (H. Pater Coal Co.), and David Wax.

The registered distributors, whose names are set forth in Exhibit A, attached hereto and made a part hereof, having requested revocation of registration, having discontinued or disposed of their distribution business, having been reorganized under a new name, having been otherwise succeeded in their business or for other reasons being no longer engaged in business, the registrations previously granted to them should be revoked and their names withdrawn from the List of Registered Distributors.

Accordingly, *It is so ordered.*

Dated: November 9th 1942.

[SEAL] DAN H. WHEELER,  
Director.

#### EXHIBIT A

Registration No.	Name and address
1036	Brant Coal Co., Findlay Rd. at N. P. Crossing, Fostoria, Ohio.
2774	Engler, Nina C., (Engler Coal & Coke Co.), 503 Omaha Loan Bldg., Omaha, Nebr.
3118	Fostoria Ice & Coal Co., 410 E. North St., Fostoria, Ohio.
6071	May and Son (Lester G. May & Edward May), 941 Bellefontaine Ave., Lima, Ohio.
7172	Elizabeth Pater, (H. Pater Coal Co.), East Ave. & Grand Blvd., Hamilton, Ohio.
9488	David Wax, 400 S. Main St., Kenton, Ohio.

[F. R. Doc. 42-11737; Filed, November 10, 1942; 1:30 p. m.]

[Docket No. D-15]

#### FELLENZ COAL AND DOCK COMPANY

#### ORDER DISMISSING PROCEEDINGS

In the matter of proceedings to determine if certain registered distributors are bona fide merchants actively, regularly and continuously engaged in the business of purchasing coal for resale and actually reselling it in not less than cargo or railroad carload lots within the meaning of Section 304.13 of the Rules and Regulations for the Registration of Distributors; and for the Revocation of the Registration of Distributors who are not engaged.

The Fellenz Coal and Dock Company, Milwaukee, Wisconsin, Registration No.

17 F.R. 8337.

2915, having filed answer to the order to show cause, dated February 18, 1942, in the above-entitled matter; and

Having made adequate showing that it is actively, regularly and continuously engaged in the business of purchasing coal for resale and reselling it in not less than cargo or railroad carload lots; and

Having demonstrated that the above-entitled proceeding was erroneously instituted in respect to it;

*It is ordered*, That the proceedings herein, as to Fellenz Coal and Dock Company, Milwaukee, Wisconsin, Registration No. 2915, be and they hereby are dismissed.

Dated: November 9th 1942.

[SEAL] DAN H. WHEELER,  
Director.

[F. R. Doc. 42-11738; Filed, November 10, 1942; 1:30 p. m.]

[Docket No. A-1672]

#### DISTRICT BOARD No. 14

#### ORDER DISMISSING PETITION

In the matter of the petition of District Board No. 14 requesting that Mine Index No. 170 of the J. M. Bates Coal Company and Mine Index No. 485 of the A. M. Hobbs Coal Company be permitted to absorb certain freight charges on sales of railroad locomotive fuel to the Kansas City Southern Railway Company.

The Bituminous Coal Producers Board for District No. 14, original petitioner in the above-entitled matter, having moved that the hearing therein, heretofore scheduled to be held on November 12, 1942, be cancelled and that the original petition therein be dismissed, and no opposition having been expressed thereto;

*Now, therefore, it is ordered*, That the hearing in the above-entitled matter heretofore scheduled to be held on November 12, 1942, be, and the same hereby is, cancelled.

*It is further ordered*, That the original petition in the above-entitled matter be, and the same hereby is, dismissed.

Dated: November 9th, 1942.

[SEAL] DAN H. WHEELER,  
Director.

[F. R. Doc. 42-11739; Filed, November 10, 1942; 1:30 p. m.]

[Docket No. A-1239]

#### COALS SHIPMENT TO CINCINNATI, OHIO

#### ORDER REOPENING HEARING

In the matter of a review of the minimum prices effective for shipment of coals by rail and by river for delivery in the City of Cincinnati, Ohio (Market area 19).

Pursuant to a Notice of and Order for Hearing dated December 27, 1941, a hearing commenced at Cincinnati, Ohio, on January 28, 1942, before the undersigned, a Trial Examiner of the Bituminous Coal Division, and was recessed on March 16, 1942, until such date as the Acting Direc-

tor or the Trial Examiner should determine. On October 14, 1942, there were submitted to the undersigned for admission into evidence certain documents identified as Exhibits Nos. 144 and 145. On October 15, 1942, the undersigned issued a notice requiring all parties to file a verified specific written statement of position with such Trial Examiner on or before October 31, 1942, setting forth their objections to the admission of said exhibits in evidence or their desire to present evidence relating thereto, or to any other matter pertaining to the above-entitled proceeding.

Certain objections to the admission into evidence of Exhibits Nos. 144 and 145 were thereafter filed in said matter by Walter K. Sibbald, Esq., as attorney for the members of Solid Fuel Institute, Campbell and McNeer, Esqs., as attorneys for Island Creek Coal Company, Island Creek Fuel and Transportation Company, Queen City Coal Company and Hatfield Campbell Creek Coal Company, and by Luther Harr, Bituminous Coal Consumers' Counsel within the time prescribed in said Notification. No party, person, or entity in interest has expressed any desire to present evidence relating to matters other than those pertaining to Exhibits 144 and 145.

It appears, therefore, that it is desirable to reopen the hearing for the limited purpose of considering certain of the objections so raised to the admission of said exhibits into evidence.

*Now, therefore, it is ordered*, That the hearing herein be reopened for the limited purpose of receiving evidence relating to Exhibits Nos. 144 and 145 and the consideration of objections to the admission of said exhibits into evidence.

*It is further ordered*, That said reopened hearing be held before the undersigned, or any other officer of the Division duly designated for that purpose, on December 2, 1942, at 10 o'clock in the forenoon of that day at a hearing room of the Bituminous Coal Division, Washington, D. C. On such day the Chief of the Records Section will advise as to the room when such hearing will be held.

Notice of such hearing is hereby given to all parties herein and to persons or entities having an interest in this proceeding.

Dated: November 10, 1942.

[SEAL] CHARLES S. MITCHELL,  
Trial Examiner.

[F. R. Doc. 42-11806; Filed, November 11, 1942; 3:40 p. m.]

[Docket Nos. A-1682; A-1682 Part II]

#### DISTRICT BOARD 8

#### NOTICE OF AND ORDER FOR HEARING, ETC.

In the matter of the petition of District Board No. 8 for the establishment of price classifications and minimum prices for the coals of certain mines in District No. 8.

In the matter of the petition of District Board No. 8 for the establishment of price classifications and minimum prices for



the coals of the Frank Coker Mine, Mine Index No. 510, of Frank Coker.

Memorandum opinion and order severing Docket No. A-1682 Part II from Docket No. A-1682 and denying temporary relief in Docket No. A-1682 Part II, and notice of and order for hearing.

An original petition in the above-entitled matter having been duly filed with the Division on October 7, 1942, pursuant to section 4 II (d) of the Bituminous Coal Act of 1937 praying for the establishment of temporary and permanent price classifications and minimum prices for the coals of certain mines in District No. 8; and

As indicated in a separate order entered in Docket No. A-1682, a reasonable showing of necessity having been made for the granting of the relief prayed for by the petitioner, but, in connection with the prayer contained in the original petition for Mine Index No. 510, it appearing that no final determination should be made at this time with respect to a change in the established price classifications and minimum prices for the coals of the Frank Coker Mine, Mine Index No. 510, of Frank Coker, for Great Lakes cargo only; and

No reasonable showing of necessity having been presented for the granting of temporary relief herein without a hearing; and

No petitions of intervention having been filed with the Division in the above-entitled matter; and

The following action being deemed necessary in order to effectuate the purposes of the Act;

*Now, therefore, it is ordered*, That the portion of Docket No. A-1682 relating to the coals of the Frank Coker Mine, Mine Index No. 510, of Frank Coker be and it hereby is severed from the remainder of that docket and designated as Docket No. A-1682 Part II.

*It is further ordered*, That the request for temporary relief be and the same hereby is denied without prejudice to the renewal of such request for temporary relief, upon further showing or upon the basis of the record to be made at the hearing to be held herein.

*It is further ordered*, That a hearing in the above-entitled matter under the applicable provisions of the Bituminous Coal Act of 1937 and the rules of the Division be held on December 14, 1942, at 10 o'clock in the forenoon of that day, at a hearing room of the Bituminous Coal Division, Washington, D. C. On such day the Chief of the Records Section will advise as to the room where such hearing will be held.

*It is further ordered*, That W. A. Cuff or any other officer or officers of the Division duly designated for that purpose shall preside at the hearing in such matter. The officers so designated to preside at such hearing are hereby authorized to conduct said hearing, to administer oaths and affirmations, examine witnesses, to continue said hearing from time to time, and to prepare and submit proposed findings of fact and conclusions and the recommendation of an appropriate order in the premises, and to perform all other duties in connection therewith authorized by law.

Notice of such hearing is hereby given to all parties herein and to persons or entities having an interest in this proceeding and eligible to become a party herein. Any person desiring to be admitted as a party to this proceeding may file a petition of intervention in accordance with the rules and regulations of the Bituminous Coal Division for proceedings instituted pursuant to section 4 II (d) of the Act, setting forth the facts on the basis of which the relief in the original petition is supported or opposed or on the basis of which other relief is sought. Such petitions of intervention shall be filed with the Bituminous Coal Division on or before December 8, 1942.

All persons are hereby notified that the hearing in the above-entitled matter and any orders entered therein may concern, in addition to the matters specifically alleged in the petition, other matters necessarily incidental and related thereto, which may be raised by amendment to the petition, petitions of intervention or otherwise, or which may be necessary corollaries to the relief, if any, granted on the basis of this petition.

The matter concerned herewith is in regard to the petition of District Board No. 8 for a change in the established price classifications and minimum prices for the coals of the Frank Coker Mine, Mine Index No. 510, of Frank Coker for Great Lakes cargo only.

Dated: November 11, 1942.

[SEAL] DAN H. WHEELER,  
Director.

[F. R. Doc. 42-11843; Filed, November 12, 1942;  
11:03 a. m.]

[Docket No. A-1692]

DISTRICT BOARD 13

ORDER GRANTING LEAVE TO INTERVENE, ETC.

In the matter of the petition of District Board No. 13 for the establishment of certain price classifications and minimum prices for coals produced in District No. 13 and sold for use as steamship bunker fuel.

Order granting leave to intervene and denying motion to deny relief and to change place of hearing.

District Board No. 13 has filed a petition in the above-entitled matter requesting that it be permitted to intervene and become a party thereto, and has moved that the relief requested in the original petition be denied and that the hearing therein, heretofore scheduled to be held in Fort Smith, Arkansas, on November 13, 1942, be removed to Washington, D. C., or Memphis, Tennessee.

District Board No. 13 alleges that it has a substantial interest in this proceeding on the ground that the coals involved therein will compete with coals produced in District No. 13. No facts are offered in support of its motion that the relief requested in the original petition be denied. Removal of the hearing from Fort Smith, Arkansas, to Washington, D. C., or Memphis, Tennessee, is requested on the ground that the latter cities are more accessible to all parties, but no

facts are alleged to show that Fort Smith, Arkansas, is not equally convenient and accessible to the parties to this proceeding.

*Now, therefore, it is ordered*, That District Board No. 13 be, and it hereby is, granted leave to intervene in the above-entitled matter.

*It is further ordered*, That the motion to deny the relief requested in the original petition herein be, and it hereby is, denied without prejudice to the renewal of such motion upon the hearing in this matter.

*It is further ordered*, That the motion to remove the hearing in this proceeding to Washington, D. C., or Memphis, Tennessee, be, and it hereby is, denied.

Dated: November 11, 1942.

[SEAL] DAN H. WHEELER,  
Director.

[F. R. Doc. 42-11844; Filed, November 12, 1942;  
11:04 a. m.]

#### General Land Office.

##### NEVADA

#### ORDER REDUCING AND REVOKING CERTAIN STOCK DRIVEWAY WITHDRAWALS

##### Correction

In the third column of page 9008 of the issue for Thursday, November 5, 1942, the indistinct township number under Township 23 should read "24."

#### DEPARTMENT OF AGRICULTURE.

##### Agricultural Marketing Administration.

##### GREATER KANSAS CITY MARKETING AREA

##### PROPOSED MARKETING AGREEMENT, ETC.

Notice of report and opportunity to file written exceptions with respect to a proposed marketing agreement, as amended, and a marketing order, as amended, regulating the handling of milk in the Greater Kansas City marketing area, prepared by the Administrator of the Agricultural Marketing Administration.

Pursuant to § 900.12 (a) of the General Regulations of the Agricultural Marketing Administration, United States Department of Agriculture, governing proceedings to formulate marketing orders and marketing agreements, notice is hereby given of the filing with the hearing clerk of this report of the Administrator of the Agricultural Marketing Administration, with respect to a proposed marketing agreement, as amended, and to a marketing order, as amended, regulating the handling of milk in the Greater Kansas City marketing area. Interested parties may file exceptions to the report with the Hearing Clerk, Room 1019, South Building, United States Department of Agriculture, Washington, D. C., not later than the close of business on the 10th day after publication of this notice in the FEDERAL REGISTER. Exceptions should be filed in quadruplicate.



*Preliminary Statement*

The proceeding was initiated by the Agricultural Marketing Administration upon receipt of a joint petition dated June 24, 1942, received from the Pure Milk Producers Association of Greater Kansas City and the Bates County Milk Producers Association, for a public hearing on certain changes in the marketing agreement and marketing order program which they proposed. The Milk Service Association representing six handlers then submitted a proposal for four changes and the Dairy and Poultry Branch of the Agricultural Marketing Administration suggested changes in the regulations pertaining largely to administrative matters. Following this request, and after consideration of the proposals, notice of the hearing was issued on August 14, 1942, and the hearing was convened on August 21, 1942. The time for filing briefs was set at the close of the hearing, to expire September 5, 1942.

The major issues developed at the hearing were concerned with (1) the prices of Class I and Class II milk, with special reference to the basic formula price to be used in determining the prices of Class I milk and Class II milk, (2) the number of delivery periods during which the base and surplus plan would be operative, (3) the butterfat differential to handlers, (4) the inclusion of bottled skim milk in Class I, and (5) the specifications of administrative practice in greater detail.

With respect to these issues it is concluded from the record that:

1. The basic formula price to be used in determining the prices for Class I and Class II milk and the attendant premiums should be revised.
2. The number of delivery periods during which the base and surplus plan would be operative should be revised.
3. The butterfat differential to handlers should be revised.
4. The evidence was insufficient for the inclusion of skim milk in Class I.
5. The administrative provisions of the order should be revised.

The proposed marketing order, as amended, which follows, is recommended as the detailed means by which these conclusions may be effectuated. The proposed marketing agreement, as amended, is not included in this report because the provisions thereof will be the same as the provisions of the proposed marketing order, as amended, set forth below.

## PROPOSED MARKETING ORDER, AS AMENDED

It is found upon the evidence introduced at the public hearing held in Kansas City, Missouri, on August 21 and 22, 1942:

*Findings*

1. That prices calculated to give milk produced for sale in the marketing area a purchasing power equivalent to the purchasing power of such milk as determined pursuant to §§ 2 and 8 (e) (50 Stat. 246; 7 U.S.C. 1940 ed. 602, 608e) are not reasonable in view of the available supplies of feeds, the price of feeds, and other economic conditions which

affect the supply of and demand for such milk, and that the minimum prices set forth in this order, as amended, are such prices as will reflect the aforesaid factors, insure a sufficient quantity of pure and wholesome milk, and be in the public interest; and that the fixing of such prices does not have for its purpose the maintenance of prices to producers above the levels which are declared in the act to be the policy of Congress to establish;

2. That this order, as amended, regulates the handling of milk in the same manner as, and is applicable only to handlers defined in, a marketing agreement, as amended, upon which a hearing has been held; and

3. That the issuance of this order, as amended, and all of its terms and conditions, tends to effectuate the declared policy of the act.

§ 913.3 *Definitions*—(a) *Terms*. The following terms shall have the following meanings:

(1) "Greater Kansas City marketing area" hereinafter called the "marketing area," means all of the territory in: Jackson County, Missouri; that part of Clay County, Missouri, south of Highway 92, beginning at the Platte County and Clay County line, east to the west section line of section 26 in Washington Township, north to the north section line of said section 26, east to the Clay County and Ray County line; Lee, Waldron, May, and Pettis Townships in Platte County, Missouri; Wyandotte County, Kansas; Shawnee and Mission Townships in Johnson County, Kansas; and Delaware, Leavenworth, and that part of Kickapoo and High Prairie Townships east of the 95th principal meridian in Leavenworth County, Kansas.

(2) "Person" means any individual, partnership, corporation, association, or any other business unit.

(3) "Producer" means any person who, with respect to the regulations applicable to milk to be used for consumption as milk or cream in the marketing area, (i) under supervision of the health department of Kansas City, Kansas; Leavenworth, Kansas; Excelsior Springs, Missouri; Independence, Missouri; or Kansas City, Missouri; or (ii) under a permit issued by either the Kansas State Board of Health or the Missouri State Board of Health, produces milk (a) which is purchased or received in bulk by a handler, other than himself, at such handler's plant from which milk is disposed of as Class I milk or Class II milk in the marketing area, or (b) which a cooperative association causes to be delivered to a plant of a handler or to a plant from which no milk is disposed of as Class I milk or Class II milk in the marketing area, for the account of such cooperative association.

(4) "Handler" means any person who, on his own behalf or on behalf of others, disposes of Class I milk or Class II milk in the marketing area. "Handler" also means any cooperative association with respect to the milk of a producer which such cooperative association causes to be delivered to a plant of a handler or to a plant from which no milk is disposed of as Class I milk or a Class II

milk in the marketing area for the account of such cooperative association.

(5) "Market administrator" means the person designated pursuant to § 913.4 as the agency for the administration hereof.

(6) "Delivery period" means the current marketing period from the first to, and including, the last day of each month.

(7) "Base" means the quantity of milk calculated for each producer pursuant to § 913.10.

(8) "Cooperative association" means any cooperative association of producers which the Secretary determines (i) to have its entire activities under the control of its members and (ii) to have and to be exercising full authority in the sale of milk of its members.

(9) "Act" means Public Act No. 10, 73d Congress, as amended and as reenacted and amended by the Agricultural Marketing Agreement Act of 1937 (50 Stat. 246 (1937) 7 U.S.C. 1940 ed. 601 et. seq.), as amended.

(10) "Secretary" means the Secretary of Agriculture of the United States or any officer or employee of the United States Department of Agriculture who is, or who may hereafter be, authorized to exercise the powers and to perform the duties of the Secretary of Agriculture of the United States.

§ 913.4 *Market administrator*—(a) *Designation*. The agency for the administration hereof shall be a market administrator who shall be a person selected by the Secretary. Such person shall be entitled to such compensation as may be determined by, and shall be subject to removal at the discretion of, the Secretary.

(b) *Powers*. The market administrator shall:

(1) Administer the terms and provisions hereof; and

(2) Report to the Secretary complaints of violation of the provisions hereof.

(c) *Duties*. The market administrator shall:

(1) Within 45 days following the date upon which he enters upon his duties, execute and deliver to the Secretary a bond, conditioned upon the faithful performance of his duties, in an amount and with surety thereon satisfactory to the Secretary;

(2) Pay, out of the funds provided by § 913.13, the cost of his bond, his own compensation, and all other expenses necessarily incurred in the maintenance and functioning of his office;

(3) Keep such books and records as will clearly reflect the transactions provided for herein and surrender the same to his successor or to such other person as the Secretary may designate;

(4) Publicly disclose to handlers and producers, unless otherwise directed by the Secretary, the name of any person who, within 10 days after the date upon which he is required to perform such acts, has not (i) made reports pursuant to § 913.5 or (ii) made payments pursuant to § 913.11; and

(5) Promptly verify the information contained in the reports submitted by handlers.



§ 913.5 *Reports of handlers*—(a) *Periodic reports.* On or before the 7th day after the end of each delivery period, each handler who purchased or received milk from sources other than his own production or other handlers shall with respect to milk or dairy products which were purchased, received, or produced by such handler during such delivery period report to the market administrator in the detail and form prescribed by the market administrator, as follows:

(1) The receipts at each plant of milk from each producer, the butterfat content and the number of days on which milk was received from each producer.

(2) The quantity of milk received from each producer in excess of his respective base.

(3) The receipts from such handler's own farm production and the butterfat content.

(4) The receipts of milk, cream, and milk products from handlers who purchase or receive milk from producers and the butterfat content.

(5) The receipts of milk, cream, and milk products from any other source, including receipts of milk and cream completely processed and packaged for distribution to consumers from handlers whose sole source of supply is from such handler's own farm production and the butterfat content.

(6) The respective quantities of milk and milk products and the butterfat content which were sold, distributed, or used, including sales to other handlers for the purpose of classification pursuant to § 913.6.

(7) The sales of milk and Class II products outside the marketing area, listing the market or area in which such milk and such Class II products were sold or disposed of, the date of such sale or disposition, and the plant from which such milk and milk products were supplied; and

(8) Such other information with respect to the use of milk as the market administrator may request.

(b) *Reports of payments to producers.* On or before the 20th day after the end of each delivery period, upon the request of the market administrator, each handler who purchased or received milk from producers shall submit to the market administrator his producer pay roll for such delivery period which shall show for each producer, (1) the daily and total pounds of milk delivered and the average butterfat content thereof and (2) the net amount of such handler's payments to such producer with the prices, deductions, and charges involved.

(c) *Reports of handlers whose sole source of supply is from such handler's own farm production or from other handlers.* Handlers whose sole source of supply is from such handler's own farm production or from other handlers shall make reports to the market administrator at such time and in such manner as the market administrator may require.

(d) *Verification of reports and payments.* The market administrator shall verify all reports and payments of each handler by audit of such handler's records and of the records of any other handler or person upon whose disposi-

tion of milk the classification depends. Each handler shall keep adequate records of receipts and utilization of milk and milk products and shall, during the usual hours of business, make available to the market administrator or his representative such records and facilities as will enable the market administrator to:

(1) Verify the receipts and disposition of all milk and milk products, and, in case of errors or omissions, ascertain the correct figures;

(2) Weigh, sample, and test for butterfat content the milk purchased or received from producers and any product of milk upon which classification depends; and

(3) Verify the payments to producers prescribed in § 913.11.

§ 913.6 *Classification of milk*—(a) *Basis of classification.* All milk and milk products purchased or received by each handler, including milk of a producer which a cooperative association caused to be delivered to a plant of a handler or to a plant from which no milk is disposed of as Class I milk or Class II milk in the marketing area, for the account of such cooperative association, shall be reported by the handler in the classes set forth in (b) of this section: *Provided*, That (i) milk sold or disposed of by a handler as fluid milk to a nonhandler who distributes fluid milk or cream shall be classified as Class I milk, and cream sold or disposed of by a handler as cream to such nonhandler shall be classified as Class II milk, except for such milk or cream in excess of the amount of milk and cream distributed by such nonhandler; (ii) milk or cream sold or disposed of by a handler to a nonhandler who does not distribute fluid milk or cream shall be classified as Class III milk subject to verification by the market administrator; (iii) milk sold or disposed of as fluid milk by a handler who purchases or receives milk from producers to another handler shall be classified as Class I milk: *Provided*, That if such milk, except milk sold or disposed of by such handler to another handler who purchases or receives no milk from producers, is reported by the receiving handler or by the disposing handler as having been utilized as Class II milk or Class III milk, such milk shall be classified accordingly, subject to verification by the market administrator: *And provided further*, That if such milk was sold or disposed of from a handler's plant located outside the marketing area to another handler who purchases or receives milk from producers, such milk shall be classified at the lowest class usage of such purchasing handler; (iv) cream sold or disposed of as fluid cream by a handler who purchases or receives milk from producers to another handler shall be classified as Class II milk: *Provided*, That if such cream, except cream sold or disposed of by such handler to another handler who purchases or receives no milk from producers, is reported by the receiving handler or by the disposing handler as having been utilized as Class III milk, such cream shall be classified accordingly, subject to verification by the market administrator: *And provided further*, That if such cream was

sold or disposed of from a handler's plant located outside the marketing area to another handler who purchases or receives milk from producers, such cream shall be classified at the lowest class usage of such purchasing handler; (v) milk or cream sold or disposed of as bulk milk or cream by a handler who receives no milk from producers to another handler who receives milk from producers shall be classified as Class III milk; and (vi) milk sold or disposed of completely processed and packaged for distribution to consumers by a handler who purchases or receives no milk from producers to another handler who purchases or receives milk from producers shall be classified as Class I milk up to the amount of such milk actually sold in the original package by the purchasing handler as bottled Class I milk and the remaining milk shall be classified as Class III milk; and cream sold or disposed of completely processed and packaged for distribution to consumers by a handler who purchases or receives no milk from producers to another handler who purchases or receives milk from producers shall be classified as Class II milk up to the amount of such cream actually sold in the original package by the purchasing handler as bottled Class II milk and the remaining cream shall be classified as Class III milk.

(b) *Classes of utilization.* Subject to the conditions set forth in paragraph (a) of this section, the classes of utilization of milk shall be as follows:

(1) Class I milk shall be all milk disposed of in the form of milk containing more than 1 percent butterfat, irrespective of whether under the legal standard for milk and unaccounted for butterfat in excess of 3 percent of the total receipts from producers converted to a 3.8 percent milk equivalent, except such milk as is classified as Class II milk and as Class III milk pursuant to (2) and (3) of this paragraph.

(2) Class II milk shall be all milk, except skim milk, used to produce cream, which is disposed of in the form of cream, other than for use in products specified in (3) of this paragraph, flavored milk, creamed cottage cheese, creamed buttermilk, products sold or disposed of in the form of cream testing less than 18 percent butterfat, aerated cream, and eggnog.

(3) Class III milk shall be all milk: used to produce butter, cheese (other than creamed cottage cheese), evaporated milk, condensed milk, ice cream, and powdered whole milk; used for starter churning, wholesale baking and candy making purposes; accounted for as salvage from products where the recovery of fat is impossible; and not accounted for but not in excess of 3 percent of the total receipts of butterfat from producers.

(c) *Responsibility of handlers in establishing the classification of milk.* In establishing the classification as required in (b) of this section of any milk received by a handler from producers, the burden rests upon the handler who receives the milk from producers to account for the milk and to prove to the



market administrator that such milk should not be classified as Class I milk.

(d) *Computation of milk in each class.* For each delivery period each handler shall compute, in the manner and on forms prescribed by the market administrator the amount of milk in each class as defined in (b) of this section, as follows:

(1) Determine the total pounds of milk received as follows: add together the total pounds of milk received from (i) producers, (ii) own farm production, (iii) other handlers, and (iv) other sources.

(2) Determine the total pounds of butterfat received as follows: multiply by its average butterfat test the weight of the milk received from (i) producers, (ii) own farm production, (iii) other handlers, (iv) other sources, and (v) add together the resulting amounts.

(3) Determine the total pounds of milk in Class I as follows: (i) convert to pounds the quantity of Class I milk on the basis of 2.15 pounds per quart, (ii) multiply the result by the average butterfat test of such milk, and (iii) if the quantity of butterfat so computed when added to the pounds of butterfat in Class II milk and Class III milk, computed pursuant to (4) (ii) and (5) (iv) of this paragraph, is less than the total pounds of butterfat received, computed in accordance with (2) of this paragraph, an amount equal to the difference shall be divided by 3.8 percent and added to the quantity of milk determined pursuant to (i) of this subparagraph.

(4) Determine the total pounds of milk in Class II as follows: (i) multiply the actual weight of each of the several products of Class II milk by its average butterfat test, (ii) add together the resulting amounts, and (iii) divide the result obtained in (ii) of this subparagraph by 3.8 percent.

(5) Determine the total pounds of milk in Class III as follows: (i) multiply the actual weight of each of the several products of Class III milk by its average butterfat test, (ii) add together the resulting amounts, (iii) subtract from the total pounds of butterfat computed pursuant to (2) of this paragraph, the total pounds of butterfat in Class I milk, computed pursuant to (3) (ii) of this paragraph, the total pounds of butterfat in Class II milk, computed pursuant to (4) (ii) of this paragraph and the total pounds of butterfat computed pursuant to (ii) of this subparagraph which resulting quantity shall be allowed as plant shrinkage for the purposes of this paragraph (but in no event shall such plant shrinkage allowance exceed 3 percent of the total receipts of butterfat from producers by the handler), (iv) add together the results obtained in (ii) and (iii) of this subparagraph, and (v) divide the result obtained in (iv) of this subparagraph by 3.8 percent.

(6) Determine the classification of milk received from producers as follows:

(i) Subtract from the total pounds of milk in each class the pounds of milk which were received from other handlers and used in such class.

(ii) Subtract from the remaining pounds of milk in each class the pounds of milk which were received from sources

other than producer, own farm production, and other handlers in series beginning with the lowest class.

(iii) If the remaining pounds of Class III milk are less than 10 percent of the sum of the remaining pounds of Class I milk, Class II milk, and Class III milk, subtract pro rata out of the remaining pounds of milk in each class the pounds of milk received from the handler's own farm production, or if the remaining pounds of Class III milk are more than 10 percent of the sum of the remaining pounds of Class I milk, Class II milk, and Class III milk, subtract pro rata out of the remaining pounds of Class I milk and Class II milk 90 percent of the pounds of milk received from the handler's own farm production and subtract from the remaining pounds of Class III milk the remaining pounds of milk received from the handler's own farm production.

(e) *Reconciliation of utilization of milk by classes with receipts of milk from producers.* In the event of a difference between the total quantity of milk utilized in the several classes as computed pursuant to (6) of (d) of this section and the quantity of milk received from producer, except for excess milk or milk equivalent of butterfat pursuant to § 913.8 (e), such difference shall be reconciled as follows:

(1) If the total utilization of milk in the various classes for any handler, as computed pursuant to (6) of (d) of this section, is less than the receipts of milk from producers, the market administrator shall increase the total pounds of milk in Class III for such handler by an amount equal to the difference between the receipts of milk from producers and the total utilization of milk by classes for such handler.

(2) If the total utilization of milk in the various classes for any handler, as computed pursuant to (6) of (d) of this section, is greater than the receipts of milk from producers, the market administrator shall decrease the total pounds of milk in Class III for such handler by an amount equal to the difference between the receipts of milk from producers and the total utilization of milk by classes for such handler.

§ 913.7 *Minimum prices—(a) Class prices.* Subject to the differentials set forth in (c) and (d) of this section, each handler shall pay producers, at the time and in the manner set forth in § 913.11, for milk purchased or received from them not less than the following prices:

(1) Class I milk: The price per hundredweight of Class I milk during each delivery period shall be the price determined pursuant to (b) of this section, plus 75 cents: *Provided*, That with respect to Class I milk disposed of under a program approved by the Secretary for the sale or disposition of milk to low-income consumers, including persons on relief, the price shall be the price determined pursuant to (b) of this section, plus 30 cents.

(2) Class II milk: The price per hundredweight of Class II milk during each delivery period shall be the price determined pursuant to (b) of this section, plus 50 cents.

(3) Class II milk: The price per hundredweight of Class III milk during each delivery period shall be the highest price ascertained by the market administrator to have been quoted for ungraded milk of 3.8 percent butterfat content received during such delivery period by any one of the three following plants: The Meyer Sanitary Milk Company at its plant at Valley Falls, Kansas; the Franklin Ice Cream Company at its plant at Tonganoxie, Kansas; and the Milk Producers' Marketing Company at its plant at Kansas City, Kansas.

(b) *Basic formula price to be used in determining Class I and Class II prices.* The basic formula price to be used in determining the Class I and Class II prices, set forth in this section, per hundredweight of milk as computed and announced by the market administrator on or before the 5th day of the delivery period shall be the arithmetical average of the prices per hundredweight reported to the United States Department of Agriculture as being paid all farmers for milk of 3.5 percent butterfat content delivered f. o. b. plant during the immediately preceding delivery period at the following plants and places:

Borden Co., Mt. Pleasant, Mich.  
Carnation Co., Sparta, Mich.  
Pet Milk Co., Hudson, Mich.  
Pet Milk Co., Wayland, Mich.  
Pet Milk Co., Coopersville, Mich.  
Borden Co., Greenville, Wis.  
Borden Co., Black Creek, Wis.  
Borden Co., Orfordville, Wis.  
Carnation Co., Chilton, Wis.  
Carnation Co., Berlin, Wis.  
Carnation Co., Richland Center, Wis.  
Carnation Co., Oconomowoc, Wis.  
Carnation Co., Jefferson, Wis.  
Pet Milk Co., New Glarus, Wis.  
Pet Milk Co., Belleville, Wis.  
Borden Co., New London, Wis.  
White House Milk Co., Manitowoc, Wis.  
White House Milk Co., West Bend, Wis.

divided by 3.5 and multiplied by 3.8, but in no event shall such basic formula price to be used be less than the following: multiply by 3.8 the average price per pound of 92-score butter at wholesale in the Chicago market, as reported by the United States Department of Agriculture for the immediately preceding delivery period, and add 20 percent: *Provided*, That such price shall be subject to the following adjustments: (i) add  $3\frac{1}{2}$  cents per hundredweight for each full one-half cent that the price of dry skim milk for human consumption is above  $5\frac{1}{2}$  cents per pound, or (ii) subtract  $3\frac{1}{2}$  cents per hundredweight for each full one-half cent that the price of such dry skim milk is below  $5\frac{1}{2}$  cents per pound. For purposes of determining this adjustment the price per pound of dry skim milk to be used shall be the average of the carlot prices for dry skim milk for human consumption, f. o. b. manufacturing plant, as published by the United States Department of Agriculture for the Chicago area during the immediately preceding delivery period, including in its average the quotations published for any fractional part of the previous delivery period which were not published and available for the price determination of such dry skim milk for the previous de-



livery period. In the event the United States Department of Agriculture does not publish carlot prices for dry skim milk for human consumption, f. o. b. manufacturing plant, the average of the carlot prices for dry skim milk for human consumption, delivered at Chicago, shall be used. In the latter event such price shall be subject to the following adjustments: (i) add  $3\frac{1}{2}$  cents per hundredweight for each full one-half cent that the price of dry skim milk for human consumption, delivered at Chicago, is above  $7\frac{1}{2}$  cents per pound, or (ii) subtract  $3\frac{1}{2}$  cents per hundredweight for each full one-half cent that such price of dry skim milk is below  $7\frac{1}{2}$  cents per pound.

(c) *Butterfat differential.* If the average butterfat content of milk purchased or received from producers by any handler during any delivery period is more or less than 3.8 percent, there shall be added or subtracted per hundredweight of such milk for each one-tenth of 1 percent above or below 3.8 percent an amount equal to the Class III price for such delivery period, divided by 38.

(d) *Location differential.* (1) If any handler has received milk from any producer at his plant approved by an applicable health authority for the receiving of milk to be disposed of as milk or cream in the marketing area and located outside the marketing area but more than 30 miles by the shortest highway route from such handler's plant approved by an applicable health authority for the receiving of milk to be sold or disposed of as milk or cream in the marketing area and located within the marketing area, there shall be subtracted with respect to a quantity of milk (but not in excess of the total quantity of milk received from producers by such handler at such plant located outside the marketing area) computed by the market administrator as follows: (i) determine the difference between 105 percent of such handler's total Class I milk and Class II milk received from producers and the total quantity of milk received from producers by such handler at his plant located within the marketing area during the delivery period of the next preceding calendar year when such difference was the greatest; (ii) divide such difference by the number of days in such delivery period; and (iii) multiply by the number of days in the delivery period an amount up to but not exceeding the amount specified for the distance of such plant from such handler's plant located within the marketing area, as follows: not more than 45 miles, 17 cents per hundredweight; for each additional 10 miles or fraction thereof up to 75 miles, an additional  $1\frac{1}{2}$  cents per hundredweight; and for each additional 10 miles or fraction thereof beyond 75 miles, an additional  $\frac{1}{2}$  cent per hundredweight.

(2) If any handler has received milk from producers at more than one such plant located outside the marketing area, at one of which such plants no facilities for processing or separating milk are maintained and has received no milk from producers at his plant located within the marketing area, there shall

be subtracted with respect to a quantity of milk, if received, equal to 105 percent of such handler's total Class I milk and Class II milk received from producers, an amount up to but not exceeding the amount specified for the distance of such plant from such handler's plant located within the marketing area, as follows: not more than 45 miles, 17 cents per hundredweight; for each additional 10 miles or fraction thereof up to 75 miles, an additional  $1\frac{1}{2}$  cents per hundredweight; and for each additional 10 miles or fraction thereof beyond 75 miles, an additional  $\frac{1}{2}$  cent per hundredweight; such deductions shall first be made on the milk received from producers at such plant located outside the marketing area, where no facilities for processing or separating milk are maintained.

§ 913.8 *Application of provisions.* (a) The provisions of §§ 913.6, 913.9, 913.10, 913.11, 913.12, and 913.13, shall not apply to a handler whose sole source of supply is from such handler's own farm production or from other handlers.

(b) If a handler who purchases or receives milk from producers purchases or receives milk or cream in bulk from another handler who purchases or receives no milk from producers and sells or disposes of such milk or cream for other than Class III purposes, the market administrator, in determining the net pool obligation of the handler, pursuant to § 913.9 (a), shall add an amount equal to the difference between (1) the value of such milk or cream according to its utilization by the handler, and (2) the value at the Class III price.

(c) If a handler who purchases or receives milk from producers purchases or receives milk or cream completely processed and packaged for distribution to consumers from another handler who purchases or receives no milk from producers and sells or disposes of such milk or cream not sold as bottled Class I or Class II milk in the original package for other than Class III purposes, the market administrator, in determining the net pool obligation of the handler, pursuant to § 913.9 (a), shall add an amount equal to the difference between (1) the value of such milk or cream according to its utilization by the handler and (2) the value at the Class III price.

(d) If a handler has sold or disposed of milk or cream which was received from sources other than producers, his own farm production, or other handlers as Class I milk or Class II milk within the marketing area to persons other than a handler who purchases or receives milk from producers, the market administrator, in determining the net pool obligation of the handler, pursuant to § 913.9 (a), shall add an amount equal to the difference between (1) the value of such milk or cream according to its utilization by the handler and (2) the value at the Class III price.

(e) If a handler has purchased or received milk or butterfat from sources determined as other than producers, own farm production, or other handlers, the market administrator, in determining the net pool obligation of the handler, pursuant to § 913.9 (a), shall consider such milk or the milk equivalent of such

butterfat as Class III milk. If the receiving handler sells or disposes of such milk or butterfat for other than Class III purposes, the market administrator shall add an amount equal to the difference between (1) the value of such milk or butterfat according to its utilization by the handler and (2) the value at the Class III price. This provision shall not apply to milk or butterfat from sources determined as other than producers or handlers, if such handler can prove to the market administrator that such milk or butterfat was used for purposes which did not violate any regulations issued by the various health authorities in the marketing area.

(f) If a handler, after subtracting receipts from his own farm production, receipts from other handlers, and receipts from sources determined as other than producers, own farm production, or other handlers, has disposed of milk and/or butterfat in excess of the milk and/or butterfat which, on the basis of his reports, has been credited to his producers as having been delivered by them, the market administrator, in determining the net pool obligation of the handler, pursuant to § 913.9 (a), shall add an amount equal to the value of such milk and/or butterfat according to its utilization by the handler.

(g) If the shortest highway distance between a handler's plant approved by an applicable health authority for the receiving of milk to be disposed of as milk or cream in the marketing area and located outside the marketing area and such handler's plant approved by an applicable health authority for the receiving of milk to be sold or disposed of as milk or cream in the marketing area is lessened through a relocation of highways to less than 30 miles, the location differential which applied before the highway distance was lessened shall continue to apply.

§ 913.9 *Determination of uniform price to producers—(a) Net pool obligations of handlers.* Subject to the provisions of § 913.8, the net pool obligation of each handler for milk received from producers during each delivery period shall be a sum of money computed for such delivery period by the market administrator as follows:

(1) Multiply the pounds of milk in each class, computed pursuant to § 913.6, by the class price and add together the resulting values.

(2) Add, if the average butterfat content of all milk received from producers is in excess of 3.8 percent, and deduct, if the average butterfat content of all milk received from producers is less than 3.8 percent, an amount equal to the total value of the butterfat differential applicable pursuant to § 913.7 (c).

(3) Subtract an amount equal to the total value of the location differential applicable pursuant to § 913.7 (d).

(4) Add an amount equal to the total values pursuant to § 913.8 (b), (c), (d), (e), and (f), and

(5) Deduct, if the average butterfat content of all milk purchased or received from producers is in excess of 3.8 percent, and add, if the average butterfat



content of all milk purchased or received from producers is less than 3.8 percent, the total value of the butterfat differential applicable pursuant to § 913.11 (c).

(b) *Computation and announcement of the uniform prices.* The market administrator shall compute and announce the uniform price per hundredweight of milk received during each delivery period, in the following manner:

(1) For the delivery periods other than those of April, May, and June of each year: (i) Combine into one total the net pool obligations of all handlers, computed pursuant to (a) of this section, who made the reports prescribed by § 913.5 and who made the payments prescribed by § 913.11;

(ii) Add the amount of the location differentials applicable pursuant to § 913.11 (d);

(iii) Subtract the total amount to be paid pursuant to § 913.11 (a) (1) (ii);

(iv) Add an amount equal to one-half of the cash balance in the producer-settlement fund;

(v) Divide by a figure equal to the total hundredweight of milk delivered by producers less the hundredweight of milk represented pursuant to § 913.11 (a) (1) (ii) and which is included in these computations;

(vi) Subtract not less than 4 cents nor more than 5 cents per hundredweight of milk for the purpose of retaining in the producer-settlement fund a cash balance to provide against errors in reports and payments or delinquencies in payments by handlers. This result shall be known as the uniform price for such delivery period for the milk of producers containing 3.8 percent butterfat; and

(vii) On or before the 10th day after the end of such delivery period, mail to all such handlers and publicly announce (a) such of these computations as do not disclose information confidential pursuant to the act; (b) the blended price per hundredweight which is the result of these computations; (c) the Class III price; and (d) the butterfat differentials computed pursuant to § 913.7 (c) and § 913.11 (c).

(2) For the delivery periods of April, May, and June of each year: (i) Combine into one total the net pool obligations of all handlers, computed pursuant to (a) of this section, who made the reports prescribed by § 913.5 and who made the payments prescribed by § 913.11;

(ii) Add the amount of the location differentials applicable pursuant to § 913.11 (d);

(iii) Subtract the total amount to be paid pursuant to § 913.11 (a) (2) (ii);

(iv) Subtract the total amount to be paid pursuant to § 913.11 (a) (2) (iii);

(v) Add an amount equal to one-half of the cash balance in the producer-settlement fund;

(vi) Divide by a figure equal to the total hundredweight of milk delivered by graded producers less the hundredweight of milk represented pursuant to § 913.11 (a) (2) (ii) which is not in excess of the delivered bases of producers and which is included in these computations;

(vii) Subtract not less than 4 cents nor more than 5 cents per hundredweight of milk for the purpose of retaining in the

producer-settlement fund a cash balance to provide against errors in reports and payments or delinquencies in payments by handlers. This result shall be known as the uniform price for base milk containing 3.8 percent butterfat received from producers during such delivery period; and

(viii) On or before the 10th day after the end of such delivery period, mail to all such handlers and publicly announce (a) such of these computations as do not disclose information confidential pursuant to the act; (b) the blended price per hundredweight which is the result of these computations; (c) the Class III price; and (d) the butterfat differentials computed pursuant to § 913.7 (c) and § 913.11 (c).

§ 913.10 *Base ratings*—(a) *Determination of base.* For the delivery periods of April, May, and June of each year, the base of each producer shall be a quantity of milk calculated by the market administrator, in the following manner: multiply the applicable figure computed pursuant to (b) (1), (b) (2), or (b) (3) of this section adjusted by (c) of this section by the number of days during such delivery period on which milk was received from such producer.

(b) *Determination of daily base.* (1) Effective for the delivery periods of April, May, and June of each year, the daily base of each producer, who regularly delivered milk to a handler during the entire next previous delivery periods of October, November, December, and January, shall be computed by the market administrator from reports submitted by the handlers pursuant to § 913.5, or from the best information available in the following manner:

(i) Determine for each producer who regularly delivered milk to a handler during the entire next previous delivery periods of October, November, December, and January, the average daily delivery of milk to a handler for the period from the next previous October 1 to and including January 31.

(2) Effective for the delivery periods of April, May, and June of each year, the daily base of each producer, who did not regularly deliver milk to a handler during the entire next previous delivery periods of October, November, December, and January, but who began deliveries of milk to a handler, subsequent to October 1 and previous to March 1, shall be computed by the market administrator from reports submitted by the handlers pursuant to § 913.5, or from the best information available in the following manner:

(i) Determine for each such producer, the average daily delivery of milk to a handler, for each delivery period of April, May, and June, and (ii) multiply by 70 percent.

(3) In case a handler who distributes within the marketing area milk of his own production ceases to act as a handler and begins regular deliveries of milk to a handler, the daily base of such producer shall be computed by the market administrator in the following manner: determine the average daily Class I milk

and Class II milk produced and disposed of during the three months next preceding the date of his ceasing to act as a handler.

(c) *Base rules.* (1) In case a producer sells or delivers to a handler milk not of his own production as being milk of his own production, the price to be received by such producer for all milk sold or delivered to a handler by such producer during such delivery period shall be the price for Class III milk for such delivery period pursuant to § 913.7 (a) (3) and such milk shall not be included in the computations pursuant to § 913.10 (b) (1) or § 913.10 (b) (2).

(2) A base of a producer may be transferred to the surviving spouse or a direct heir, upon written request of such spouse or heir to the market administrator on or before the 5th day following the delivery period when such transfer is to be effective and if accompanied by an affidavit with respect to such producer's death.

(3) A landlord who rents on a crop-share basis shall be entitled to the entire daily base to the exclusion of the tenant if the landlord owns the entire herd. Likewise, the tenant who rents on a crop-share basis shall be entitled to the entire daily base to the exclusion of the landlord if the tenant owns the entire herd. If the cattle are jointly owned by tenant and landlord, the daily base shall be divided between the joint owners according to the ownership of the cattle, if and when such joint owners terminate the tenant and landlord relationship.

(4) A producer, whether landlord or tenant of a farm, may retain his base when moving his entire herd of cows from one farm to another farm: *Provided*, That at the beginning of tenant and landlord relationship the allotted base of each tenant and landlord shall be a combined base and may be divided only if such relationship is terminated.

§ 913.11 *Payments for milk*—(a) *Time and method of payment.* On or before the 12th day after the end of each delivery period, each handler shall make payment, after deducting the amount of the payment made pursuant to (b) of this section, for not less than the total value of milk of producers received by such handler during such delivery period, computed according to § 913.9 and subject to the differentials set forth in (c) and (d), respectively, of this section as follows:

(1) For the delivery periods other than those of April, May, and June of each year: (i) To producers, subject to (ii) of this subparagraph, at the uniform price per hundredweight computed pursuant to § 913.9 (b) (1), for the total quantity of milk received from such producers; and

(ii) To producers, pursuant to § 913.10 (c) (1), at the price per hundredweight for Class III milk, computed pursuant to § 913.7 (a) (3), for the total quantity of milk received from such producers.

(2) For the delivery periods of April, May, and June of each year: (i) To producers, subject to (ii) of this subparagraph, at the uniform price per hundredweight computed pursuant to



§ 913.9 (b) (2), for that quantity of milk received from such producers, not in excess of their respective bases;

(ii) To producers pursuant to § 913.10 (c) (1) at the price per hundredweight for Class III milk, computed pursuant to § 913.7 (a) (3), for the total quantity of milk received from such producers; and

(iii) To producers, at the price per hundredweight for Class III milk, computed pursuant to § 913.7 (a) (3), for that quantity of milk received from such producers in excess of their respective bases.

(b) *Half delivery period payments.* On or before the 25th day of each delivery period, each handler shall make payment to each producer for the approximate value of the milk of such producer which, during the first 15 days of such delivery period, was received by such handler.

(c) *Butterfat differential.* If, during the delivery period, any handler has purchased or received from any producer milk having an average butterfat content other than 3.8 percent, such handler, in making the payments prescribed in (a) of this section, shall add to the prices per hundredweight for such producer for each one-tenth of 1 percent of average butterfat content in milk above 3.8 percent not less than, or shall subtract from such prices for such producer for each one-tenth of 1 percent of average butterfat content in milk below 3.8 percent not more than, an amount computed as follows: add 4 cents to the average price of 92-score butter at wholesale in the Chicago market, as reported by the United States Department of Agriculture for the delivery period during which such milk was received, and divide the resulting sum by 10.

(d) *Location differentials.* For milk received from producers at plants approved by any applicable health authority for the receiving of milk to be sold or disposed of as milk or cream in the marketing area and located outside the marketing area but more than 30 miles by the shortest highway route from such handler's plant approved by an applicable health authority for the receiving of milk to be sold or disposed of as milk or cream in the marketing area and located within the marketing area, each handler, in making payments pursuant to (a) (1) of this section shall deduct, with respect to all milk except milk subject to (a) (1) (ii) of this section received from such producers, and in making payments pursuant to (a) (2) of this section, shall deduct, with respect to all base milk except milk subject to (a) (2) (ii) of this section received from such producers, the amount per hundredweight specified for the distance of such plant located outside the marketing area from such handler's plant located within the marketing area, as follows: not more than 45 miles, 17 cents per hundredweight; for each additional 10 miles or fraction thereof up to 75 miles, an additional 1½ cents per hundredweight; and for each additional 10 miles or fraction thereof beyond 75 miles, an additional ½ cent per hundredweight.

(e) *Additional payments.* Any handler may make payment to producers in addition to the payments to be made pursuant to (a) of this section: *Provided*, That such additional payments shall be uniform as among all producers for milk of the same grade and quality.

(f) *Producer - settlement fund.* The market administrator shall establish and maintain a separate fund known as the "producer-settlement fund" into which he shall deposit all payments made by handlers pursuant to (g) and (i) of this section and out of which he shall make all payments to handlers pursuant to (h) and (j) of this section: *Provided*, That the market administrator shall offset any such payment due to any handler against payments due from such handler. Immediately after computing the uniform price for each delivery period, the market administrator shall compute the amount by which each handler's net pool obligation, including the payments to producers which are required to be made pursuant to § 913.8, is greater or less than the sum obtained by multiplying the hundredweight of milk of producers by the appropriate prices required to be paid producers by handlers pursuant to (a) (1) and (a) (2) of this section and adding together the resulting amounts, and shall enter such amount on each handler's account as such handler's pool debit or pool credit, as the case may be, and render such handler a transcript of his account.

(g) *Payments to the producer-settlement fund.* On or before the 12th day after the end of each delivery period each handler shall make full payment to the market administrator of any pool debit balance shown on the account rendered, pursuant to (d) of this section, for such delivery period.

(h) *Payments out of the producer-settlement fund.* On or before the 12th day after the end of each delivery period, the market administrator shall pay to each handler the pool credit balance shown on the account rendered, pursuant to (d) of this section, if any, for such delivery period, less any unpaid obligations of the handler. If at such time the balance in the producer-settlement fund is insufficient to make all payments pursuant to this paragraph, the market administrator shall reduce uniformly such payments and shall complete such payments as soon as the necessary funds are available. No handler, who, on the 12th day after the end of each delivery period, has not received the balance of the payment due him from the market administrator shall be deemed to be in violation of (a) of this section if he reduces his total payments uniformly to all producers by not more than the amount of the reduction in payment from the producer-settlement fund. Nothing in this paragraph shall abrogate the right of a cooperative association to make payment to its member producers in accordance with the payment plan of such cooperative association.

(i) *Adjustment of errors in payments.* Whenever verification by the market administrator of reports or payments of any handler discloses errors made in

payments to the producer-settlement fund pursuant to (g) of this section, the market administrator shall promptly bill such handler for any unpaid amount and such handler shall, within 5 days of such billings, make payment to the market administrator of the amount so billed. Whenever verification discloses that payment is due from the market administrator to any handler pursuant to (h) of this section, the market administrator shall, within 5 days, make such payment to such handler or offset any such payment due to any handler against payments due from such handler. Whenever verification by the market administrator of the payment by a handler to any producer, for milk purchased or received by such handler, discloses payment to such producer of less than is required by this section, the handler shall make up such payment to the producer not later than the time of making payment to producers next following such disclosure.

§ 913.12 *Marketing services.*—(a) *Deductions for marketing services.* Except as set forth in (b) of this section, each handler shall deduct 3 cents per hundredweight from the payments made to each producer pursuant to § 913.11 (a) (1) and (a) (2), with respect to all milk of such producer purchased or received by such handler during the delivery period, and shall pay such deductions to the market administrator on or before the 12th day after the end of such delivery period. Such moneys shall be expended by the market administrator for market information to, and for the verification of weights, sampling, and testing of milk received from, said producers.

(b) *Producers' cooperative associations.* In the case of producers for whom a cooperative association, which the Secretary determines to be qualified under the provisions of the act of Congress of February 18, 1922, as amended, known as the "Capper-Volstead Act," is actually performing the services set forth in paragraph (a) of this section, each handler shall make the deductions from the payments to be made pursuant to § 913.11 (a) (1) and (a) (2), which are authorized by such producers, and, on or before the 12th day after the end of each delivery period, pay over such deductions to the associations of which such producers are members.

§ 913.13 *Expense of administration.*—(a) *Payments by handlers.* As his pro-rata share of the expense of the administration hereof, each handler who purchased or received milk from producers, with respect to all milk received from producers during the delivery period, shall pay to the market administrator, on or before the 12th day after the end of such delivery period, an amount not exceeding 2 cents per hundredweight, which amount shall be determined by the market administrator, subject to review by the Secretary.

(b) *Suits by the market administrator.* The market administrator may maintain a suit in his own name against any handler for the collection of such



handler's prorata share of expenses set forth in this section.

§ 913.14 *Effective time, suspension, or termination of order, as amended—(a) Effective time.* The provisions hereof, or any amendment hereto, shall become effective at such time as the Secretary may declare and shall continue in force until suspended or terminated pursuant to (b) of this section.

(b) *Suspension or termination of order, as amended.* The Secretary may suspend or terminate this order, as amended, or any provision hereof, whenever he finds that this order, as amended, or any provision hereof, obstructs, or does not tend to effectuate the declared policy of the act. This order, as amended, shall terminate, in any event, whenever the provisions of the act authorizing it cease to be in effect.

(c) *Continuing power and duty of the market administrator.* If, upon the suspension or termination of any or all provisions hereof, there are any obligations arising hereunder the final accrual or ascertainment of which requires further acts by any handler, by the market administrator, or by any other person, the power and duty to perform such further acts shall continue notwithstanding such suspension or termination: *Provided,* That any such acts required to be performed by the market administrator shall, if the Secretary so directs, be performed by such other person, persons, or agency as the Secretary may designate.

(1) The market administrator, or such other person as the Secretary may designate, shall (i) continue in such capacity until removed by the Secretary, (ii) from time to time account for all receipts and disbursements and, when so directed by the Secretary, deliver all funds or property on hand together with the books and records of the market administrator, or such person, to such person as the Secretary may direct, and (iii) if so directed by the Secretary, execute such assignments or other instruments necessary or appropriate to vest in such person full title to all funds, property, and claims vested in the market administrator or such person pursuant thereto.

(d) *Liquidation after suspension or termination.* Upon the suspension or termination of any or all provisions hereof, the market administrator, or such person as the Secretary may designate, shall liquidate, if so directed by the Secretary, the business of the market administrator's office and dispose of all funds and property then in his possession or under his control, together with claims for any funds which are unpaid or owing at the time of such suspension or termination. Any funds collected pursuant to the provisions hereof, over and above the amounts necessary to meet outstanding obligations and the expenses necessarily incurred by the market administrator or such person in liquidating and distributing such funds, shall be distributed to the contributing handlers and producers in an equitable manner.

§ 913.15 *Agents.* The Secretary may, by designation in writing, name any of-

ficer or employee of the United States, or name any bureau or division of the United States Department of Agriculture, to act as his agent or representative in connection with any of the provisions hereof.

This report filed at Washington, D. C. this 10th day of November, 1942.

[SEAL] ROY F. HENDRICKSON,  
Administrator.

[F. R. Doc. 42-11755; Filed, November 11, 1942;  
11:02 a. m.]

## DEPARTMENT OF LABOR.

### Wage and Hour Division.

#### DAKOTA RABBIT AND FUR COMPANY

#### APPLICATION FOR EXEMPTION FROM MAXIMUM HOURS

In the matter of the application for the exemption of the skinning of wild rabbits and other wild fur bearing animals from the maximum hours provisions of the Fair Labor Standards Act of 1938 pursuant to section 7 (b) (3) of the Act and Part 526 as amended of the regulations issued thereunder.

Whereas an application has been received from the Dakota Rabbit and Fur Company of Sioux Falls, South Dakota, for the exemption of the skinning of wild rabbits and other wild fur bearing animals in wild rabbit skinning establishments from the maximum hours provisions of the Fair Labor Standards Act of 1938 pursuant to section 7 (b) (3) of the Act and Part 526, as amended, of the regulations issued thereunder; and

Whereas it appears from the said application and upon further investigation that:

1. Owing to natural conditions, wild rabbits and other wild fur bearing animals are available for skinning only during the cold weather months, from about November 15 of each year to about March 15 of the following year, when the fur or pelt is prime; and

2. Wild rabbit skinning establishments receive the carcasses of wild rabbits and occasionally the carcasses of other wild fur bearing animals, skin them, and prepare the pelts for shipment to market only during a regularly recurring season of the year when the pelts are prime, from about November 15, of each year to about March 15 of the following year; and

3. Wild rabbit skinning establishments cease operations during the remainder of the year except for such work as maintenance, repair, clerical, and sales work;

Now, therefore, upon consideration of the facts stated in the application and upon further investigation, the Administrator hereby determines pursuant to § 526.5 (b) (ii) of the regulations, that a prima facie case has been shown for the granting of an exemption as an industry of a seasonal nature pursuant to section 7 (b) (3) of the Fair Labor Standards Act of 1938 and Part 526, as amended, of the regulations issued thereunder, to the skinning of wild rabbits in wild rabbit skinning establishments, and the skin-

ning of other wild fur bearing animals such as skunk, muskrat, mink, and beaver, in wild rabbit skinning establishments during the wild rabbit skinning season.

The term "skinning of wild rabbits in wild rabbit skinning establishments and the skinning of other wild fur bearing animals" includes the operations of collecting or receiving the carcasses of these animals, or occasionally, the pelts of these animals which have not been cleaned, scraped or dried, and it includes the removing of the pelts from the carcasses, cleaning, scraping and drying the pelts, baling the pelts for shipment and all operations immediately necessary and incident to these enumerated operations. It does not include these operations when performed on domesticated rabbits or other fur bearing animals raised in captivity.

In accordance with the procedure established by § 526.5 (b) (ii), of the regulations, Part 526, as amended, the Administrator, for fifteen days following the publication of this determination, will receive objection to the granting of the exemption and request for hearing from any person interested. Upon receipt of objection and request for hearing, the Administrator will set the application for hearing before himself or an authorized representative.

If no objection and request for hearing is received within fifteen days, the Administrator will make a finding upon the prima facie case.

Objections and request for hearing should be filed in writing at the National Office of the Wage and Hour Division, 165 West 46th Street, New York, New York. The application for exemption may be examined in Room 1619 at this address.

Signed at New York, New York, this 11th day of November 1942.

L. METCALFE WALLING,  
Administrator.

[F. R. Doc. 42-11811; Filed, November 12, 1942;  
9:28 a. m.]

## CIVIL AERONAUTICS BOARD.

[Docket No. 778]

### AIR TRANSPORTATION IN THE CARIBBEAN AREA

#### NOTICE OF ORAL ARGUMENT

In the matter of an investigation to determine the need for temporary air transportation in the Caribbean Area.

Notice is hereby given, pursuant to the Civil Aeronautics Act of 1938, as amended, particularly sections 401 and 1001 of said Act, in the above-entitled proceeding, that oral argument is hereby assigned to be held on November 16, 1942, at 10:00 a. m. (eastern war time), in Room 5042, Department of Commerce Building, 14th Street and Constitution Avenue, N.W., Washington, D. C.

Dated Washington, D. C., November 10, 1942.

By the Civil Aeronautics Board.

[SEAL] DARWIN CHARLES BROWN,  
Secretary.

[F. R. Doc. 42-11744; Filed, November 11, 1942;  
9:36 a. m.]



## FEDERAL COMMUNICATIONS COMMISSION.

[Docket No. 6444]

CAPITOL BROADCASTING CORP.

## NOTICE OF HEARING

In re application of Capitol Broadcasting Corporation (WISH), dated May 8, 1942, for construction permit; class of service, broadcast; class of station, broadcast; location, Indianapolis, Indiana; operating assignment specified: Frequency, 1,310 kc.; power, 5 kw. (Day-night); hours of operation, unlimited.

You are hereby notified that the Commission on October 6, 1942, denied the petition of the applicant filed pursuant to the Memorandum Opinion of the Commission of April 27, 1942, and designated the above-entitled matter for hearing upon the following issues:

1. To determine whether the granting of this application would be consistent with the policy announced by the Commission in its Memorandum Opinion dated April 27, 1942.

2. To determine the extent of any interference which would result from the simultaneous operation of Station WISH as proposed and Station CKCO, Ottawa, Ontario. (Appendix II Table I NARBA).

3. To determine the extent of any interference which would result from simultaneous operation of Station WISH as proposed and Stations KFBB, WIBA and WDOH.

4. To determine the areas and populations which may be expected to lose primary service during nighttime hours, particularly from Stations KFBB, WIBA and WDOH as a result of the operations of Station WISH as proposed and what other broadcast services are available to these areas and populations.

5. To determine the areas and populations which would gain primary service should Station WISH operate as proposed and what other broadcast services are available to these areas and populations.

6. To determine whether the proposed directional antenna would afford adequate protection to the primary service areas of Stations KFBB, WIBA, and WDOH and if not, what procedure might be necessary in order to establish proof of performance and/or necessary protection to the services of the above stations.

7. To determine whether the proposed operation is in accord with the Standards of Good Engineering Practice.

8. To determine the extent of any interference that would be caused to Stations WRR, WTNJ, WCAM and/or WCAP from the operation of Station WISH as proposed.

9. To determine whether, in view of the foregoing, public interest, convenience and necessity would be served by the granting of this application.

The application involved herein will not be granted by the Commission unless the issues listed above are determined in favor of the applicant on the basis of a record duly and properly made by means of a formal hearing.

The applicant is hereby given the opportunity to obtain a hearing on such

issues by filing a written appearance in accordance with the provisions of § 1.382 (b) of the Commission's Rules of Practice and Procedure. Persons other than the applicant who desire to be heard must file a petition to intervene in accordance with the provisions of § 1.102 of the Commission's Rules of Practice and Procedure.

The applicant's address is as follows: Capitol Broadcasting Corporation, Radio Station WISH, 215 Board of Trade Building, Indianapolis, Indiana.

Dated at Washington, D. C., November 9, 1942.

By the Commission.

[SEAL]

T. J. SLOWIE,  
Secretary.

[F. R. Doc. 42-11774; Filed, November 11, 1942; 11:57 a. m.]

[Docket No. 6341]

CROSLY CORPORATION

## ORDER SUPPLEMENTING HEARING ISSUES

In re application of The Crosley Corporation (WLW), Cincinnati, Ohio, for modification of license.

It is ordered, on the Commission's own motion, this 6th day of November, 1942, that the issues heretofore released in Docket No. 6341 be, and they are hereby, supplemented to read as follows:

1. To determine whether the granting of this application would be consistent with the Commission's Memorandum Opinion of April 27, 1942.

2. To determine whether the application may be granted within the purview of the Rules and Regulations of the Commission, particularly § 3.22 (a).

3. To determine whether § 3.22 (a), Commission's Rules, should be waived or an exception allowed, as proposed by applicant.

4. To determine whether the operation of Station WLW as proposed would be consistent with the Standards of Good Engineering Practice, particularly as to the population residing within the predicted "Blanket Area" (250 mv/m contour).

5. To determine the areas and populations which may be expected to gain primary service should Station WLW operate as proposed, and what other broadcast services are available to these areas and populations.

6. To determine the extent of any interference that might result from the simultaneous operation of any of the following stations: WOR, WGN, WISN and KFEQ and Station WLW with the power of 500 kw prior to local sunrise as permitted by § 3.87 of the Commission's Rules should this application be granted.

7. To determine the areas and populations that might lose primary service particularly from Stations WOR, WGN, WISN and KFEQ should Station WLW operate as proposed and as permitted by § 3.87 of Commission's Rules.

8. To determine whether Station WLW, operating as proposed, including operation with daytime facilities as permitted under § 3.87 of Commission's Rules and Regulations would be contrary to provisions of the North American Re-

gional Broadcasting Agreement (Subject "C", Executive Agreement Series No. 136).

9. To determine whether, in view of the foregoing, public interest, convenience and necessity will be served through the granting of this application.

By the Commission.

[SEAL]

T. J. SLOWIE,  
Secretary.

[F. R. Doc. 42-11773; Filed, November 11, 1942; 11:57 a. m.]

## STANDARD BROADCAST STATIONS

## NOTICE TO ALL LICENSEES

The Commission today adopted Order No. 107<sup>1</sup> which requires readjustment of standard broadcast station transmitters for operation in accordance with engineering practices designed to conserve equipment, particularly vacuum tubes, to the maximum extent possible consistent with maintenance of efficient broadcast service. This action has been found necessary because of increasing needs of the armed forces for radio equipment and consequent decreasing supply of such equipment available for other uses.

Such readjustment will include, among other things, a reduction in the antenna current and the filament and plate voltages applied to the tubes, particularly the filament voltage of tubes employing tungsten filaments. It is estimated that 5% reduction in the filament voltage of tubes employing this type of filament will approximately double the life of such tubes. However, in the case of tubes employing oxide coated or thoriated tungsten filaments the filament voltages must be kept constant at the rated voltages in order to obtain the maximum life. In addition, reduction of the plate voltages reduces the emission requirements and heating of the tubes which effects a further extension of the life of tubes. These will have no practical effect as far as service to the broadcast listeners are concerned but will result in a material increase in the life of the equipment.

In conjunction with the above order, there is issued a "Manual on the Adjustment of Standard Broadcast Transmitters" prepared and approved by the Board of War Communications setting forth the procedure to be followed in readjusting the equipment and in making regular checks of such adjustments. It is realized that this manual may not cover all points or may not be specifically applicable to the particular equipment. However, it is required that each station follow the principles set out therein and will be held responsible for operation in accordance therewith.

The Commission at the same time adopted Order No. 94-A superseding its previous Order No. 94 and suspending § 3.71 of the Rules and Regulations with respect to requiring each standard broadcast station to operate at least two-thirds of the authorized time during the broadcast day, i. e., 6 a. m. to midnight, and in lieu thereof only requires operation for one-third of the broadcast day.

<sup>1</sup> *Supra*.



This permits a voluntary reduction in time of operation from 12 hours daily, in the case of an unlimited time station, to 6 hours daily. There is no restriction on the maximum hours of operation except as provided by their present licenses and the Rules and Regulations of the Commission.

Stations taking advantage of this relaxation should arrange their schedules so as to best serve the public, but insofar as possible the number of operating periods should not be increased since the heating and cooling of the tubes sets up strains which may cause them to fail prematurely. The procedure set forth in the manual in this regard should be followed very carefully.

The necessity of each broadcast station conserving its equipment to the maximum cannot be over-emphasized. In this connection, attention is invited to a survey made by the Board of War Communications which showed that if no new tubes could be supplied to broadcast stations and the tubes continued to fail at the present rate, within one year 67½% of the broadcast stations would be silenced due to the lack of one or more tubes. The several government departments concerned in this are making every effort to provide adequate replacements of tubes and parts to broadcast stations consistent with the supplying actual equipment required by the military forces. However, it is apparent that the full cooperation of each user of such equipment must be obtained if broadcasting is to be maintained at its present high level.

By the Commission.

[SEAL]

T. J. SLOWIE,  
Secretary.

[F. R. Doc. 42-11772; Filed, November 11, 1942;  
11:18 a. m.]

## FEDERAL POWER COMMISSION.

[Docket No. IT-5802]

ARKANSAS POWER & LIGHT COMPANY, ET AL.

ORDER POSTPONING HEARING

NOVEMBER 10, 1942.

In the matter of Arkansas Power & Light Company, Kansas Gas and Electric Company, Louisiana Power & Light Company, Mississippi Power & Light Company, Nebraska Power Company, Oklahoma Gas and Electric Company, Public Service Company of Oklahoma, Southwestern Gas & Electric Company, Southwestern Light & Power Company, and Texas Power & Light Company.

It appearing to the Commission that: Good cause exists for postponing the hearing in this proceeding now set for November 17, 1942, at 10:00 a. m. in Room 521, Federal Building, Little Rock, Arkansas;

The Commission Orders, That:

The hearing in such proceeding be and the same is hereby postponed to December 14, 1942, at the same hour and place as heretofore fixed.

By the Commission.

[SEAL]

LEON M. FUQUAY,  
Secretary.

[F. R. Doc. 42-11745; Filed, November 11, 1942;  
10:06 a. m.]

## FEDERAL TRADE COMMISSION.

[Docket No. 4830]

WISCONSIN DELUXE CORPORATION

ORDER APPOINTING TRIAL EXAMINER, ETC.

At a regular session of the Federal Trade Commission, held at its office in the City of Washington, D. C., on the 10th day of November, A. D. 1942.

Order appointing trial examiner and fixing time and place for taking testimony.

This matter being at issue and ready for the taking of testimony, and pursuant to authority vested in the Federal Trade Commission, under an Act of Congress (38 Stat. 717; 15 U.S.C., sec. 41).

It is ordered, That John W. Addison, a trial examiner of this Commission, be and he hereby is designated and appointed to take testimony and receive evidence in this proceeding and to perform all other duties authorized by law;

It is further ordered, That the taking of testimony in this proceeding begin on Tuesday, November 24, 1942, at ten o'clock in the forenoon of that day (central standard time) in Office of Mr. Fleissner, Postmaster, United States Post Office, Milwaukee, Wisconsin.

Upon completion of testimony for the Federal Trade Commission, the trial examiner is directed to proceed immediately to take testimony and evidence on behalf of the respondent. The trial examiner will then close the case and make his report upon the evidence.

By the Commission.

[SEAL]

A. N. ROSS,  
Acting Secretary.

[F. R. Doc. 42-11846; Filed, November 12, 1942;  
11:11 a. m.]

[Docket No. 4842]

HAPPY HOSTESS CANDY COMPANY, INC.,  
ET AL.

ORDER APPOINTING TRIAL EXAMINER, ETC.

At a regular session of the Federal Trade Commission, held at its office in the City of Washington, D. C., on the 10th day of November, A. D. 1942.

Order appointing trial examiner and fixing time and place for taking testimony.

This matter being at issue and ready for the taking of testimony, and pursuant to authority vested in the Federal Trade Commission, under an Act of Congress (38 Stat. 717; 15 U.S.C., sec. 41).

It is ordered, That John W. Addison, a trial examiner of this Commission, be and he hereby is designated and appointed to take testimony and receive evidence in this proceeding and to perform all other duties authorized by law;

It is further ordered, That the taking of testimony in this proceeding begin on Friday, November 20, 1942, at ten o'clock in the forenoon of that day (central standard time) in Room 1123, New Post Office Building, Chicago, Illinois.

Upon completion of testimony for the Federal Trade Commission, the trial examiner is directed to proceed immediately to take testimony and evidence on behalf of the respondent. The trial examiner will then close the case and make his report upon the evidence.

By the Commission.

[SEAL]

A. N. ROSS,  
Acting Secretary.

[F. R. Doc. 42-11845; Filed, November 12, 1942;  
11:11 a. m.]

## LEND-LEASE ADMINISTRATION.

[Directive No. 1]

STORAGE, FORWARDING, AND TRANSPORTATION OF CARGO FOR CERTAIN GOVERNMENTS

Storage, forwarding and transportation of cargo intended for the government of any country whose defense has been deemed by The President to be vital to the defense of the United States, pursuant to the act of March 11, 1941.

To all departments, agencies, officers and persons of the United States Department of the Treasury, Department of Agriculture and the United States Maritime Commission engaged in the procurement, storage, forwarding or transportation of cargo intended for the government of any country whose defense has been deemed by the President to be vital to the defense of the United States pursuant to the Act of March 11, 1941 (which government is hereinafter referred to as a Lend-Lease government):

By virtue of the authority vested in the President by the Act of March 11, 1941 (Public Law 11, 77th Congress), and delegated to me pursuant to Executive Order 8926, dated October 28, 1941, as amended, and in order to assure the most effective handling, storage and forwarding to seaboard of Lend-Lease cargo and to further the successful prosecution of the war, it is hereby directed:

1. No department, agency, officer or person of the United States Department of the Treasury, Department of Agriculture and the United States Maritime Commission engaged in the procurement of Lend-Lease cargo intended for a Lend-Lease government (which departments, agencies, officers and persons are hereinafter referred to as procurement agencies) shall forward or authorize forwarding such cargo to a port or point in the United States for export transportation therefrom by water (hereinafter referred to as forwarding to seaboard) except at the direction of the War Shipping Administrator. The routing of shipping documents in connection with such forwarding shall be pursuant to the instructions of the War Shipping Administrator.

2. All such cargo shall be forwarded and consigned pursuant to the directive of the War Shipping Administrator dated November 3, 1942, and any supplements thereto and administrative orders and regulations issued thereunder, and the procurement agencies shall notify or cause to be notified the War Shipping Administrator and the representatives of the Lend-Lease government concerned as Lend-Lease articles become available for such forwarding. If such Lend-Lease government desires that a Lend-Lease article be forwarded to seaboard, it shall communicate its request therefor to the War Shipping Administrator, who shall



direct such forwarding to the extent shipping space is available.

3. The procurement agencies shall furnish all shipping instructions to their respective contractors, and shall prepare or cause to be prepared all inland shipping documents employed in connection therewith.

4. The procurement agencies shall establish inland depots to receive all Lend-Lease cargoes made available by their contractors, and shall endeavor to forward such cargo to seaboard from such depots, except when insufficient depot stocks or considerations of efficient transportation require forwarding to seaboard direct from the contractor. The procurement agencies, in conjunction with the Director of the Office of Defense Transportation, shall arrange for such depots, and the Office of Lend-Lease Administration from time to time will provide the necessary funds therefor. The Office of Lend-Lease Administration shall obtain forecasts of requirements from the foreign governments on the basis of which the procurement agencies shall endeavor to maintain in such depots supplies of "common" Lend-Lease items sufficient for approximately 30 days' shipping requirements. The Office of Lend-Lease Administration will from time to time provide the necessary funds therefor. No such cargo shall be forwarded to seaboard from such depots except at the direction of the War Shipping Administrator.

5. Prior to the issuance of instructions to forward to seaboard, the procurement agencies shall notify the War Shipping Administrator that the cargo is available for forwarding to seaboard immediately. If advised that the cargo is to be so forwarded, and after obtaining the proper traffic control release, the procurement agencies shall instruct the depot or the contractor accordingly, and shall immediately cause the War Shipping Administrator or his agent to be furnished with such information and documents as may be required. After cargoes have been consigned to the War Shipping Administrator, the War Shipping Administrator, in conjunction with the Director of the Office of Defense Transportation, shall provide for such storage as may from time to time be required while such cargoes are being called forward to seaboard, and the Office of Lend-Lease Administration from time to time, whenever necessary, will provide the necessary funds therefor. Whenever cargo called forward to seaboard is placed in such storage, the War Shipping Administrator shall promptly notify the Lend-Lease Administrator, the Lend-Lease government concerned, and the appropriate procurement agencies.

6. The procurement agencies shall comply with instructions issued by the Munitions Assignments Board, through its committees, in cases within its jurisdiction, or by the Lend-Lease Administrator in all other cases, with respect to the diversion of such cargo to some other use.

7. It shall be the responsibility of each procurement agency to maintain or cause to be maintained appropriate records concerning all Lend-Lease cargo in de-

pots, or in transit to such depots, and, to the extent and in the manner requested, to make the same available to the Munitions Assignments Board and the Lend-Lease Administrator.

8. It shall be the responsibility of the War Shipping Administrator to maintain or cause to be maintained appropriate records showing by class, type and specifications of goods the quantities of all Lend-Lease cargo called forward by him, consigned to him or his agent, or forwarded by him or his agent, and all such cargo loaded on an ocean carrier, and, to the extent and in the manner requested, to make the same available to the Munitions Assignments Board and the Lend-Lease Administrator.

9. Nothing in this directive shall be deemed to apply to the forwarding of any Lend-Lease cargo destined for export transportation overland or via inland waterways to any points outside the United States within continental North America. With respect to such cargo, the procurement agency concerned, in conjunction with the Office of Defense Transportation, shall maintain appropriate records concerning all such cargo, whether in depots or in transit, and to the extent and in the manner requested, to make the same available to the Munitions Assignments Board and to the Lend-Lease Administrator in periodic summary reports showing by class, type and specifications of goods the quantities of such Lend-Lease cargo intended for each Lend-Lease government. The Lend-Lease government calling such cargo forward shall also furnish to the extent and in the manner requested similar reports to the Munitions Assignments Board and to the Lend-Lease Administrator concerning all such cargo called forward by it, consigned to it or to its agent, or forwarded by it or its agent, and concerning all such cargo, if any, loaded on ocean carriers departing from North American ports.

10. This directive shall become effective on December 1, 1942.

E. R. STETTINIUS, Jr.,  
Administrator.

NOVEMBER 11, 1942.

[F. R. Doc. 42-11812; Filed, November 12, 1942;  
10:28 a. m.]

#### OFFICE OF ALIEN PROPERTY CUSTODIAN.

[Vesting Order 183]

#### 96 $\frac{2}{3}$ % OF CAPITAL STOCK OF H. MOLSEN & COMPANY

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order No. 9095, as amended, and pursuant to law, the undersigned, after investigation, finding that the property described as follows:

29 shares (which constitute a substantial part, namely, 96 $\frac{2}{3}$ %, of all outstanding shares) of \$100 par value common capital stock of H. Molsen & Company, a Texas corporation, Dallas, Texas, which is a business enterprise within the United States, which

17 F.R. 5205.

shares are evidenced by Certificate No. 4 and registered in the name of Herman Rogge, Dallas, Texas, holding as trustee under a trust created by Heinrich Molsen (who is a national of Germany and is interned in an alien detention camp) and Elizabeth Molsen, Dallas, Texas,

is property of nationals, and represents control of said business enterprise which is a national, of a designated enemy country (Germany), and determining that to the extent that any or all of such nationals are persons not within a designated enemy country the national interest of the United States requires that such persons be treated as nationals of the aforesaid designated enemy country, and having made all determinations and taken all action, after appropriate consultation and certification, required by said Executive Order or Act or otherwise, and deeming it necessary in the national interest, hereby vests such property in the Alien Property Custodian, to be held, used, administered, liquidated, sold or otherwise dealt with in the interest of and for the benefit of the United States.

Such property and any or all of the proceeds thereof shall be held in a special account pending further determination of the Alien Property Custodian. This shall not be deemed to limit the powers of the Alien Property Custodian to return such property or the proceeds thereof, or to indicate that compensation will not be paid in lieu thereof, if and when it should be determined that such return should be made or such compensation should be paid.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may file with the Alien Property Custodian a notice of his claim, together with a request for a hearing thereon, on Form APC-1, within one year from the date hereof, or within such further time as may be allowed by the Alien Property Custodian. Nothing herein contained shall be deemed to constitute an admission of the existence, validity or right to allowance of any such claim.

The terms "national", "designated enemy country" and "business enterprise within the United States" as used herein shall have the meanings prescribed in section 10 of said Executive Order.

Executed at Washington, D. C., on September 28, 1942.

[SEAL]

LEO T. CROWLEY,  
Alien Property Custodian.

[F. R. Doc. 42-11762; Filed, November 11, 1942;  
11:30 a. m.]

[Vesting Order 199]

#### 33.947% OF CAPITAL STOCK OF NEW WORLD SUN, INC.

Under the authority of the Trading with the enemy Act, as amended, and Executive Order No. 9095, as amended, and pursuant to law, the undersigned, after investigation, finding that the property described as follows:

1,290 shares (which constitute a substantial part, namely, 33.947%, of all outstanding shares) of \$10 par value common capital stock of New World Sun, Inc., a California



corporation, San Francisco, California, which is a business enterprise within the United States, the names and last known addresses of the registered owners of which, and the number of shares owned by them respectively, are as follows:

Names and last known addresses	Number of shares
Toyofuji Abe (alien detention camp)-----	230
Kikuji Hatakeyama (alien detention camp)-----	204
Kakuzo Ichimaru (alien detention camp)-----	130
Kotoji Inouye (alien detention camp)-----	5
Ichikuro Kondo (alien detention camp)-----	85
Kamoki Sakata (alien detention camp)-----	46
Rikitaro Sato (alien detention camp)-----	15
Tomotaka Taira (alien detention camp)-----	15
Kazuo Ebina, Japan-----	200
Tomatsu Murayama, Japan-----	180
Takashi Nakagawa, Japan-----	90
Kimahel Nishimura, Japan-----	70
Hizaku Yamamura, Japan-----	10
Jyokichi Yamanaka, Japan-----	10
Total-----	1,290

is property of nationals, and represents an interest in said business enterprise which is a national, of a designated enemy country (Japan), and determining that to the extent that any or all of such nationals are persons not within a designated enemy country the national interest of the United States requires that such persons be treated as nationals of the aforesaid designated enemy country, and having made all determinations and taken all action, after appropriate consultation and certification, required by said Executive Order or Act or otherwise, and deeming it necessary in the national interest, hereby vests such property in the Alien Property Custodian, to be held, used, administered, liquidated, sold or otherwise dealt with in the interest of and for the benefit of the United States.

Such property and any or all of the proceeds thereof shall be held in a special account pending further determination of the Alien Property Custodian. This shall not be deemed to limit the powers of the Alien Property Custodian to return such property or the proceeds thereof, or to indicate that compensation will not be paid in lieu thereof, if and when it should be determined that such return should be made or such compensation should be paid.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may file with the Alien Property Custodian a notice of his claim, together with a request for a hearing thereon, on Form APC-1, within one year from the date hereof, or within such further time as may be allowed by the Alien Property Custodian. Nothing herein contained shall be deemed to constitute an admission of the existence, validity or right to allowance of any such claim.

The terms "national", "designated enemy country" and "business enterprise within the United States" as used herein shall have the meanings prescribed in section 10 of said Executive Order.

Executed at Washington, D. C., on September 30, 1942.

[SEAL] LEO T. CROWLEY,  
Alien Property Custodian.

[F. R. Doc. 42-11763; Filed, November 11, 1942; 11:30 a. m.]

[Vesting Order 200]

#### 94.425% OF CAPITAL STOCK OF PILOT REINSURANCE COMPANY

Under the authority of the Trading with the enemy Act, as amended, and Executive Order No. 9095, as amended, and pursuant to law, the undersigned, after investigation, finding that:

(a) The property described as follows:

45,455 shares (constituting a substantial part, namely, 75.758% of the outstanding shares) of \$20 par value common capital stock of The Pilot Reinsurance Company of New York, a New York corporation, New York, New York, which is a business enterprise within the United States, the names and last known addresses of the registered owners of which shares, and the number of shares owned by them respectively, are as follows:

Names and last known addresses	Numbers of shares
Munchener Ruckversicherungs Gesellschaft Munchen (Munich Reinsurance Company), Munich, Germany-----	1,460
Dr. Kurt Schmitt, Munich, Germany-----	25
Union Ruckversicherungs Gesellschaft, Zurich, Switzerland-----	4,480
Union Bank of Switzerland, Zurich, Switzerland-----	15,000
Forsakringsaktiebolaget "Atlantica", Goteborg, Sweden-----	3,750
Aterforsakringsaktiebolaget "Atlas", Stockholm, Sweden-----	5,000
Sjo-och Brandforsakringsaktiebolaget "Svenska Veritas", Stockholm, Sweden-----	3,753
N. V. Algemeene Verzekering Maatschappij "Merwede", Dordrecht, Holland-----	1,000
Nederlandsche Credietverzekering Maatschappij, N. V., Amsterdam, Holland-----	5,360
N. V. Nederlandsche Assuranti-Compagnie Te Amsterdam Van 1776, Amsterdam, Holland-----	3,600
Carl Schreiner, Zurich, Switzerland-----	2,027
Total-----	45,455

is property of nationals of a designated enemy country (Germany) and represents control of said business enterprise which is a national of a designated enemy country (Germany); and (b) the property described as follows:

11,200 shares (constituting 18.667% of the outstanding shares) of similar stock of said company, the names and last known addresses of the registered owners of which shares, and the number of shares owned by them respectively, are as follows:

Names and last known addresses	Number of shares
Assicurazioni Generali di Trieste e Venezia (General Insurance Company, Ltd. of Trieste and Venice), Italy-----	3,800
Guarantee Trust Company of New York, as Trustee for General Insurance Company, Ltd. of Trieste and Venice, Italy-----	7,400
Total-----	11,200

is property of nationals of a designated enemy country (Italy) and represents interests in said business enterprise; and determining that to the extent that any or all of such nationals are persons not within a designated enemy country such persons are controlled by or acting for or on behalf of or a cloaks for one or the other of the aforesaid designated enemy countries or a person within one of such countries, and the national interest of the United States requires that such persons be treated as nationals of one or the other of the aforesaid designated enemy countries, and having made all determinations and taken all action, after appropriate consultation and certification, required by said Executive Order or Act or otherwise, and deeming it necessary in the national interest, hereby vests such property in the Alien Property Custodian, to be held, used, administered, liquidated, sold or otherwise dealt with in the interest of and for the benefit of the United States.

Such property and any or all of the proceeds thereof shall be held in a special account pending further determination of the Alien Property Custodian. This shall not be deemed to limit the powers of the Alien Property Custodian to return such property or the proceeds thereof, or to indicate that compensation will not be paid in lieu thereof, if and when it should be determined that such return should be made or such compensation should be paid.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may file with the Alien Property Custodian a notice of his claim, together with a request for a hearing thereon, on Form APC-1, within one year from the date hereof, or within such further time as may be allowed by the Alien Property Custodian. Nothing herein contained shall be deemed to constitute an admission of the existence, validity or right to allowance of any such claim.

The terms "national", "designated enemy country" and "business enterprise within the United States" as used herein shall have the meanings prescribed in section 10 of said Executive Order.

Executed at Washington, D. C., on September 30, 1942.

[SEAL] LEO T. CROWLEY,  
Alien Property Custodian.

[F. R. Doc. 42-11764; Filed, November 11, 1942; 11:31 a. m.]

[Vesting Order 207]

#### 91.379% OF CAPITAL STOCK OF SUMITOMO BANK OF CALIFORNIA

Under the authority of the Trading with the enemy Act, as amended, and Executive Order No. 9095, as amended, and pursuant to law, the undersigned, after investigation, finding that the property described as follows:

1,325 shares (constituting a substantial part, namely, 91.379%, of all outstanding shares) of \$100 par value common capital stock of Sumitomo Bank of California, a California corporation, Sacramento, California,



which is a business enterprise within the United States, which shares are owned by Sumitomo Bank, Ltd., a Japanese corporation, Osaka, Japan,

is property of, and represents control of said business enterprise which is, a national of a designated enemy country (Japan), and determining that to the extent that any or all of such nationals are persons not within a designated enemy country the national interest of the United States requires that such persons be treated as nationals of the aforesaid designated enemy country, and having made all determinations and taken all action, after appropriate consultation and certification, required by said Executive Order or Act or otherwise, and deeming it necessary in the national interest, hereby vests such property in the Alien Property Custodian, to be held, used, administered, liquidated, sold or otherwise dealt with in the interest of and for the benefit of the United States.

Such property and any or all of the proceeds thereof shall be held in a special account pending further determination of the Alien Property Custodian. This shall not be deemed to limit the powers of the Alien Property Custodian to return such property or the proceeds thereof, or to indicate that compensation will not be paid in lieu thereof, if and when it should be determined that such return should be made or such compensation should be paid.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may file with the Alien Property Custodian a notice of his claim, together with a request for a hearing thereon, on Form APC-1, within one year from the date hereof, or within such further time as may be allowed by the Alien Property Custodian. Nothing herein contained shall be deemed to constitute an admission of the existence, validity or right to allowance of any such claim.

The terms "national," "designated enemy country" and "business enterprise within the United States" as used herein shall have the meanings prescribed in section 10 of said Executive Order.

Executed at Washington, D. C., on October 3, 1942.

[SEAL]

LEO T. CROWLEY,  
Alien Property Custodian.

[F. R. Doc. 42-11765; Filed, November 11, 1942;  
11:31 a. m.]

[Vesting Order 215]

#### ASSETS OF THE NIPPON CLUB, INC.

Under the authority of the Trading with the enemy Act, as amended, and Executive Order No. 9095, as amended, and pursuant to law, the undersigned, after investigation, finding that the property described as follows:

(a) All right, title interest and estate, both legal and equitable, of The Nippon Club, Inc., a New York corporation, in and to certain real property at 161 West 93rd Street in the City and State of New York, together with all improvements and appurtenances thereto, more specifically

described as Parcels One and Two and set forth in Exhibit A hereunto attached and by reference made a part hereof,

(b) All furniture, fixtures, office equipment and miscellaneous personal property owned by The Nippon Club, Inc., at its premises at 161 West 93rd Street, New York,

(c) All merchandise on hand owned by The Nippon Club, Inc., at its premises at 161 West 93rd Street, New York,

(d) The following listed bonds owned by The Nippon Club, Inc., and held in the Yokohama Specie Bank, 526 Broadway, New York:

(1) Oriental Development Company bonds, 6% face value.

(2) City of Yokohama bonds, 6% face value.

(e) The following listed bank accounts of The Nippon Club, Inc.:

(1) The bank account at the Manufacturers Trust Company, 680 Columbus Avenue, New York.

(2) The bank account at the Yokohama Specie Bank, 526 Broadway, New York.

(f) Accounts receivable of The Nippon Club, Inc.

(g) Petty cash of The Nippon Club, Inc.

(h) All other property of any nature whatsoever situated in the United States and owned or controlled by, payable or deliverable to, held on behalf of or on account of or owing to The Nippon Club, Inc.,

is property within the United States owned or controlled by a national of a designated enemy country (Japan), and determining that the property described in subparagraphs (d), (e), (f) and (g) is necessary for the maintenance and safeguarding of other property [namely, that hereinbefore described in subparagraphs (a), (b), (c) and (h)] belonging to the same national of the same designated enemy country and subject to vesting (and in fact vested by this order) pursuant to section 2 of said Executive Order, and determining that to the extent that such national is a person not within a designated enemy country such person is controlled by or acting for or on behalf of persons within a designated enemy country (Japan), and the national interest of the United States requires that such person be treated as a national of the aforesaid designated enemy country, and having made all determinations and taken all action, after appropriate consultation and certification, required by said Executive Order or Act or otherwise, and deeming it necessary in the national interest, hereby vests such property in the Alien Property Custodian, to be held, used, administered, liquidated, sold or otherwise dealt with in the interest of and for the benefit of the United States.

Such property and any or all of the proceeds thereof shall be held in a special account pending further determination of the Alien Property Custodian. This shall not be deemed to limit the powers of the Alien Property Custodian to return such property or the proceeds thereof, or to indicate that compensation will not be paid in lieu thereof, if and when it should be determined that such return should

be made or such compensation should be paid.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may file with the Alien Property Custodian a notice of his claim, together with a request for a hearing thereon, on Form APC-1, within one year from the date hereof, or within such further time as may be allowed by the Alien Property Custodian. Nothing herein contained shall be deemed to constitute an admission of the existence, validity or right to allowance of any such claim.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of said Executive Order.

Executed at Washington, D. C., on October 5, 1942.

[SEAL]

LEO T. CROWLEY,  
Alien Property Custodian.

#### EXHIBIT A

##### PARCEL ONE

All these three certain lots, pieces or parcels of land with the buildings and improvements thereon erected, situate, lying and being in the Borough of Manhattan of the City of New York in the County and State of New York, bounded and described as follows:

Beginning at a point on the northerly side of 93rd Street, distant 168 feet easterly from the corner formed by the intersection of the northerly side of 93rd Street with the easterly side of Amsterdam Avenue; running thence easterly along the northerly side of 93rd Street 51 feet; thence northerly parallel with Amsterdam Avenue and part of the distance through a party wall 104 feet, 8½ inches more or less to the center line of an old road or lane formerly called Aphrop's Lane; thence northwesterly along the center line of said Lane 51 feet and ⅙ths of an inch more or less to a point distant 168 feet easterly from the easterly side of Amsterdam Avenue measured along a line drawn at right angles thereto; and thence southerly parallel with the easterly side of Amsterdam Avenue 106 feet 10¼ inches to the point or place of beginning.

##### PARCEL TWO

All that certain lot, piece or parcel of land with the buildings and improvements thereon erected, situate, lying and being in the Borough of Manhattan, City of New York in the County and State of New York bounded and described as follows:

Beginning at a point on the northerly side of 93rd Street distant 219 feet easterly from the corner formed by the intersection of the easterly side of Amsterdam (10th) Avenue with the northerly side of 93rd Street; running thence easterly along the northerly side of 93rd Street 15 feet; thence northerly parallel with Amsterdam Avenue part of the way through a party wall 104 feet, 1 inch to the center line of an old road called Aphrop's Lane; thence northwesterly along said center line of Aphrop's Lane 15 feet and ⅙ of an inch to a point distant 219 feet easterly from the easterly side of Amsterdam Avenue measured on a line drawn at right angles thereto; thence southerly parallel with Amsterdam Avenue part of the way through a party wall 104 feet 8½ inches to the point or place of beginning.

[F. R. Doc. 42-11766; Filed, November 11, 1942;  
11:31 a. m.]



[Vesting Order 217]

## ALL THE CAPITAL STOCK OF MERCHANDISE FACTORS, INC.

Under the authority of the Trading with the enemy Act, as amended, and Executive Order No. 9095, as amended, and pursuant to law, the undersigned, after investigation, finding that the property described as follows:

All of the capital stock of Merchandise Factors, Inc., a corporation, New York, New York, which is a business enterprise within the United States, consisting of 10 shares of \$100 par value capital stock, of which nine shares are registered in the name of Frederick Draeger, New York, New York, and one share is registered in the name of Noah B. Cornman, Long Island, New York, each of whom holds for the benefit of Schenker & Company, Berlin, Germany,

is property of, and represents ownership of said business enterprise which is, a national of a designated enemy country (Germany), and determining that to the extent that either or both of such nationals are persons not within a designated enemy country such persons are controlled by or acting for or on behalf of or as cloaks for a designated enemy country (Germany) or a person within such country, and the national interest of the United States requires that such persons be treated as nationals of the aforesaid designated enemy country, and having made all determinations and taken all action, after appropriate consultation and certification, required by said Executive Order or Act or otherwise, and deeming it necessary in the national interest, hereby vests such property in the Alien Property Custodian, to be held, used, administered, liquidated, sold or otherwise dealt with in the interest of and for the benefit of the United States.

Such property and any or all of the proceeds thereof shall be held in a special account pending further determination of the Alien Property Custodian. This shall not be deemed to limit the powers of the Alien Property Custodian to return such property or the proceeds thereof, or to indicate that compensation will not be paid in lieu thereof, if and when it should be determined that such return should be made or such compensation should be paid.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may file with the Alien Property Custodian a notice of his claim, together with a request for a hearing thereon, on Form APC-1, within one year from the date hereof, or within such further time as may be allowed by the Alien Property Custodian. Nothing herein contained shall be deemed to constitute an admission of the existence, validity or right to allowance of any such claim.

The terms "national", "designated enemy country" and "business enterprise within the United States" as used herein shall have the meanings prescribed in section 10 of said Executive Order.

Executed at Washington, D. C., on October 7, 1942.

[SEAL]

LEO T. CROWLEY,  
Alien Property Custodian.

[F. R. Doc. 42-11767; Filed November 11, 1942;  
11:31 a. m.]

[Vesting Order 241]

## PERSONAL PROPERTY OWNED BY CERTAIN JAPANESE NATIONALS

Under the authority of the Trading with the enemy Act, as amended, and Executive Order No. 9095, as amended, and pursuant to law, the undersigned, after investigation, finding that the property described as follows:

All right, title, interest and claim of any name or nature whatsoever of the Japanese nationals (repatriated to Japan on the MS Gripsholm which sailed from New York City on June 18, 1942), whose names are set forth in Exhibit A attached hereto and made a part hereof, in and to the articles of personal property appearing in said Exhibit opposite their respective names,

is property within the United States owned by nationals of a designated enemy country (Japan), and determining that to the extent that any or all of such nationals are persons not within a designated enemy country the national interest of the United States requires that such persons be treated as nationals of the aforesaid designated enemy country, and having made all determinations and taken all action, after appropriate consultation and certification, required by said Executive Order or Act or otherwise, and deeming it necessary in the national interest, hereby vests such property in the Alien Property Custodian, to be held, used, administered,

liquidated, sold or otherwise dealt with in the interest of and for the benefit of the United States.

Such property and any or all of the proceeds thereof shall be held in a special account pending further determination of the Alien Property Custodian. This shall not be deemed to limit the powers of the Alien Property Custodian to return such property or the proceeds thereof, or to indicate that compensation will not be paid in lieu thereof, if and when it should be determined that such return should be made or such compensation should be paid.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may file with the Alien Property Custodian a notice of his claim, together with a request for a hearing thereon, on Form AFC-1, within one year from the date hereof, or within such further time as may be allowed by the Alien Property Custodian. Nothing herein contained shall be deemed to constitute an admission of the existence, validity or right to allowance of any such claim.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of said Executive Order.

Executed at Washington, D. C., on October 19, 1942.

[SEAL]

LEO T. CROWLEY,  
Alien Property Custodian.

EXHIBIT A	
Name of owner	Property
Kyuya Abiko.....	1 No. 1 Autographic Kodak Jr. #16340.
Naoki Andoh.....	1 Magazine Cine-Kodak 3 model 90 and case. 1 Brownie Reflex camera Model B and case.
Tomio Fukushima.....	1 Rollei camera #3005939 and case. 1 Cine-Kodak #12536 and case. 2 Rolls movie film. 1 Master Weston exposure meter #5905057.
Masuri Hanaoki.....	1 Rolleiflex camera.
Yuji Hashizume.....	1 Ensign special reflex camera, lens #136687.
Hideo Iijima.....	1 Kodak camera #31780.
Tateki Iriye.....	1 Zeiss Ikon Super Ikonta camera and case.
Alzo Kamazawa.....	1 Contax camera #E-8599 and case. 1 Bell and Howell Filmo Double Run camera #240108 and case. 1 Daylight bulk film winder. 1 Weston camera light meter model 850 and case. 1 Camera tripod. 1 Leather hand bag with combination lock.
Shuichiro Kanbazashi.....	1 Bell and Howell Filmo movie camera #253352, with telephoto lens and case.
Kohji Katoh.....	1 Pair Carl Zeiss binoculars #1953338 and case. 1 Bell and Howell Filmo double 8 Cine camera #288047.
Kihachiro Kimura.....	1 Eastman Kodak Model #0 camera #40838.
Motarvo Koshima.....	1 Bentzin Primar camera.
Jiro Kozai.....	1 Balda camera and case.
Denjiro Kubota.....	Miscellaneous.
Tagao Kunsaka.....	1 Agfa camera. 1 Contax camera #B49754 and case. 1 Leica camera #283041. 1 Pilot portable radio.
Yonosuke Maenami.....	1 Cine-Kodak 8 Model 90 and case. 1 Bell and Howell Filmo 141 B and case. 1 Zeiss Ikon camera with case.
Kenjiro Masuda.....	1 Rolleiflex camera #818732.
Shoji Masuda.....	1 Contax #3 camera #B57578 and case. 1 Photo Plait Paris camera #138609 and case. 1 Baby Brownie Spd. camera.
Kiyoshi Matsuno.....	1 Zeiss Ikon camera #J22318. 1 Cine-Kodak Model 60. 5 Rolls of V120 Kodak film—unexposed.
Sakae Matsushita.....	Miscellaneous calling cards.
Fusagaro Matsuskita.....	1 #2 Hawkeye camera lens #21222.
Tomohiko Midzuno.....	1 Kodak 35 lens #E. C. 7832. 1 Kodascope Projector Model 3 and case. 1 16mm Bell and Howell projector and case. 1 Tripod in canvas zipper bag. 1 40" Screen "Broadway" in case. 31 16mm reels. 1 Round leather case for Cine-Kodak "R Mount."



Name of owner	Property
Kiyoshi Miyazaki	1 Pair Hyphos Prism binoculars. 1 Eastman Cine-kodak 8mm and case. 1 Tan leather suitcase.
Takeshi Mizukami	1 Jiffy camera.
Kai Niida	1 Zeiss Ikon camera.
Kazuo Nishi	2 Baby Brownie cameras. 1 25mm Eastman movie camera and two cases. 1 Small Thagee Camera #502062 and case. 4 Pair of opera and field glasses. 1 Kodascope jr. film splicing outfit. 3 Boxes of unexposed 16mm Super X motion picture film. 2 Boxes of unexposed 16mm Kodachrome motion picture film.
Yasuo Nishino	1 Philco radio Model 40-125 #39-6305.
Saburo Nishiki	1 Olympus Tokyo n Camera #5437. 1 Keystone 8mm movie camera and case. 1 Kodascope 833. 1 Poth-Derby camera lens #51142.
Kyoichiro Nogami	1 Zeiss Ikon camera #4115388 and case. 1 Cine-Kodak Model B #80914.
Elsuke Ono	1 Retina Candid camera. 1 8mm Eastman Cine-Kodak Model 60 and case. 1 Craig film splicing outfit. 1 Weston Exposure meter. 1 Cine-Kodak film titler. 2 Yellow filters. 1 pair of field glasses and case. 1 tan leather suitcase.
Tomoyoshi Ozawa	1 Zeiss Ikon Super B camera #4296467.
Ryaso Sasaki	1 Contax kodak 35mm Lens #N. R. 1754950. 9 Rolls exposed movie film. 1 Pair opera glasses. 1 Certatex camera.
Kaenori Sato	1 Zeiss Ikon Camera #4095722 and case.
Tetuo Sekine	1 Zeiss Ikon Camera #E12982 and case.
Kaji Shindo	1 Contax #11 Camera #B59262 and case.
Kiyosi Sugaya	1 Eastman 8mm Movie Camera #15400 and case.
Fumio Takagi	1 Zeiss Ikon Camera #1246213. 1 Pair of Bausch & Lomb sport glasses. Miscellaneous photographs. 1 Roll unexposed film. 1 Optipod.
Yasuo Tani	1 Contaflex Carl Zeiss Camera Lens #1866476. 1 Kodascope 8-33 projector and case. 1 Eastman Movie Kodak Model 60 and case. 1 Carl Zeiss and case #2164983. 1 Movie screen and case. 1 Kodascope Rap'd Reviewer and Film Splicer.
Takeshi Utsumi	1 Leica Camera #112198 and case. 1 Cine-Kodak. 1 Box of miscellaneous 8mm movie film.
Sueyuki Wakosugi	1 Ensign Spd Reflex Camera and case.
Sutezo Watanabe	1 Super Ikonta camera 530/16 #1762755 and case.
Tamizo Watanabe	2 Small cameras.
Hitasi Yamada	1 Zeiss Ikonta camera #C10751 and case.
Naomoto Yamauchi	1 Carl Zeiss camera #F73103. 1 Gold handled pocket knife. Miscellaneous keys.
Hachiro Yokouchi	1 Leica camera #272644 and case.
Kenroku Yoshiwara	1 Zeiss Ikon camera and case with Super Ikonta lens.

[F. R. Doc. 42-11768; Filed, November 11, 1942; 11:32 a. m.]

[Vesting Order 275]

## ALL THE CAPITAL STOCK OF CHEMNICO, INC.

Under the authority of the Trading with the enemy Act, as amended, and Executive Order No. 9095, as amended, and pursuant to law, the undersigned, after investigation, finding that the property described as follows:

All of the capital stock of Chemnico, Inc., a New York corporation, New York, New York, which is a business enterprise within the United States, consisting of 4 shares of \$100 par value common stock, the names of the registered owners of which, and the number of shares owned by them respectively, are as follows:

Names:	Number of shares
Karl Hochschwender	2
Rudolph W. Igner	1
Max Braune	1
Total	4

is owned by or held for the benefit of I. G. Farbenindustrie A. G., whose last known address was represented to the undersigned as being Frankfurt, Germany, and therefore is property of, and represents ownership of said business enterprise which is, a national of a designated enemy country (Germany), and determining that to the extent that either or both of such nationals are persons not within a designated enemy country such persons are controlled by or acting for or on behalf of or as cloaks for a designated enemy country (Germany) or a person within such country and the national interest of the United States requires that such persons be treated as nationals of the aforesaid designated enemy country, and having made all determinations and taken all action, after appropriate consultation and certification, required by said Executive Order or Act or otherwise, and

deeming it necessary in the national interest, hereby vests such property in the Alien Property Custodian, to be held, used, administered, liquidated, sold or otherwise dealt with in the interest of and for the benefit of the United States.

Such property and any or all of the proceeds thereof shall be held in a special account pending further determination of the Alien Property Custodian. This shall not be deemed to limit the powers of the Alien Property Custodian to return such property or the proceeds thereof, or to indicate that compensation will not be paid in lieu thereof, if and when it should be determined that such return should be made or such compensation should be paid.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may file with the Alien Property Custodian a notice of his claim, together with a request for a hearing thereon, on Form APC-1, within one year from the date hereof, or within such further time as may be allowed by the Alien Property Custodian. Nothing herein contained shall be deemed to constitute an admission of the existence, validity or right to allowance of any such claim.

The terms "national", "designated enemy country" and "business enterprise within the United States" as used herein shall have the meanings prescribed in section 10 of said Executive Order.

Executed at Washington, D. C., on October 30, 1942.

[SEAL] LEO T. CROWLEY,  
Alien Property Custodian.

[F. R. Doc. 42-11769; Filed, November 11, 1942; 11:32 a. m.]

[Vesting Order 286]

## FRANZ B. LEHMANN TRUST

Under the authority of the Trading with the enemy Act, as amended, and Executive Order No. 9095, as amended, and pursuant to law, the undersigned, after investigation, finding that the property described as follows:

All right, title, interest and estate, both legal and equitable, of Franz B. Lehmann, whose last known address was represented to the undersigned as being Comeniusstrasse 7, Dresden, Germany, in and to the Franz B. Lehmann Trust Fund, of which Florence M. Kranz is trustee, and all accrued and unpaid annuities thereunder,

is property within the United States owned or controlled by a national of a designated enemy country (Germany), and determining that to the extent that such national is a person not within a designated enemy country, the national interest of the United States requires that such person be treated as a national of the aforesaid designated enemy country (Germany), and having made all determinations and taken all action, after appropriate consultation and certification required by said Executive Order or Act or otherwise, and deeming it necessary in the national interest, hereby vests such property in the Alien Property Custodian, to be held, used, administered, liquidated, sold or otherwise dealt with in the interest of and for the benefit of the United States.



Such property and any or all of the proceeds thereof shall be held in a special account pending further determination of the Alien Property Custodian. This shall not be deemed to limit the powers of the Alien Property Custodian to return such property or the proceeds thereof, or to indicate that compensation will not be paid in lieu thereof, if and when it should be determined that such return should be made or such compensation should be paid.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may file with the Alien Property Custodian a notice of his claim, together with a request for a hearing thereon, on Form APC-1, within one year from the date hereof, or within such further time as may be allowed by the Alien Property Custodian. Nothing herein contained shall be deemed to constitute an admission of the existence, validity or right to allowance of any such claim.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of said Executive Order.

Executed at Washington, D. C., on November 2, 1942.

[SEAL]

LEO T. CROWLEY,  
Alien Property Custodian.

[F. R. Doc. 42-11757; Filed, November 11, 1942;  
11:29 a. m.]

[Vesting Order 331]

#### ESTATE OF WILLIAM MULLER, DECEASED

In re: Estate of William Muller, deceased—File No. D-28-1634.

Under the authority of the Trading with the enemy Act as amended, Executive Order 9095 as amended, and pursuant to law, the Alien Property Custodian after investigation, Finding that:

(1) The property and interests hereinafter described are property which is in the process of administration by the Treasurer of the City of New York as depositary acting under the judicial supervision of the Surrogate's Court of the State of New York, in and for Bronx County;

(2) Such property and interests are payable or deliverable to, or claimed by, nationals of a designated enemy country, Germany, namely,

Nationals	Last known address
Henry Herman Mueller	Germany
Meta Wilkens	Germany
Anna Mueller	Germany

And determining that:

(3) If such nationals are persons not within a designated enemy country, the national interest of the United States requires that such persons be treated as nationals of a designated enemy country, Germany; and

Having made all determinations and taken all action, after appropriate consultation and certification, required by said Executive Order or Act or otherwise, and deeming it necessary in the national interest,

Now, therefore, the Alien Property Custodian hereby vests the following property and interests:

All right, title, interest, and claim of any kind or character whatsoever of Henry Her-

man Mueller, Meta Wilkens and Anna Mueller in and to the Estate of William Muller, deceased,

to be held, used, administered, liquidated, sold or otherwise dealt with in the interest of and for the benefit of the United States.

Such property and interests and any or all of the proceeds thereof shall be held in a special account pending further determination of the Alien Property Custodian. This shall not be deemed to limit the powers of the Alien Property Custodian to return such property and interests or the proceeds thereof, or to indicate that compensation will not be paid in lieu thereof, if and when it should be determined that such return should be made or such compensation should be paid.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may file with the Alien Property Custodian a notice of his claim, together with a request for a hearing thereon, on Form APC-1, within one year from the date hereof, or within such further time as may be allowed by the Alien Property Custodian.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of said Executive Order.

Dated: November 5, 1942.

[SEAL]

LEO T. CROWLEY,  
Alien Property Custodian.

[F. R. Doc. 42-11759; Filed, November 11, 1942;  
11:30 a. m.]

[Vesting Order 332]

#### ESTATE OF JOHN MEYER, DECEASED

In re: Estate of John Meyer, deceased—File D-28-1641.

Under the authority of the Trading with the enemy Act, as amended, Executive Order 9095 as amended, and pursuant to law, the Alien Property Custodian after investigation, Finding that:

(1) The property and interests hereinafter described are property which is in the process of administration by the Treasurer of the City of New York as depositary acting under the judicial supervision of the Surrogate's Court of the State of New York, in and for Kings County;

(2) Such property and interests are payable or deliverable to, or claimed by, nationals of a designated enemy country, Germany, namely,

Nationals	Last known address
Frederick Meyer	Germany
Adelheit Ahlers	Germany
Bette Ehlers	Germany

And determining that:

(3) If such nationals are persons not within a designated enemy country, the national interest of the United States requires that such persons be treated as nationals of a designated enemy country, Germany; and

Having made all determinations and taken all action, after appropriate consultation and certification, required by said Executive Order or Act or otherwise, and deeming it necessary in the national interest,

Now, therefore, the Alien Property Custodian hereby vests the following property and interests:

All right, title, interest, and claim of any kind or character whatsoever of Frederick Meyer, Adelheit Ahlers, and Bette Ehlers in and to the Estate of John Meyer, deceased,

to be held, used, administered, liquidated, sold or otherwise dealt with in the interest of and for the benefit of the United States.

Such property and interests and any or all of the proceeds thereof shall be held in a special account pending further determination of the Alien Property Custodian. This shall not be deemed to limit the powers of the Alien Property Custodian to return such property and interests or the proceeds thereof, or to indicate that compensation will not be paid in lieu thereof, if and when it should be determined that such return should be made or such compensation should be paid.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may file with the Alien Property Custodian a notice of his claim, together with a request for a hearing thereon, on Form APC-1, within one year from the date hereof, or within such further time as may be allowed by the Alien Property Custodian.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of said Executive Order.

Dated: November 5, 1942.

[SEAL]

LEO T. CROWLEY,  
Alien Property Custodian.

[F. R. Doc. 42-11760; Filed, November 11, 1942;  
11:30 a. m.]

[Vesting Order 333]

#### ESTATE OF JOHN BAHRENBURG, DECEASED

In re: Estate of John Bahrenburg, deceased—File D-28-1642.

Under the authority of the Trading with the enemy Act as amended, Executive Order 9095 as amended, and pursuant to law, the Alien Property Custodian after investigation, Finding that:

(1) The property and interests hereinafter described are property which is in the process of administration by the Treasurer of the City of New York as depositary acting under the judicial supervision of the Surrogate's Court of the State of New York, in and for Kings County;

(2) Such property and interests are payable or deliverable to, or claimed by, nationals of a designated enemy country, Germany, namely,

Nationals	Last known address
Karl Bahrenburg	Germany
Otto Bahrenburg	Germany
Cord Bahrenburg	Germany
John Heinrich Bahrenburg	Germany
Mamie Lienau	Germany
Adele Mangels	Germany

And determining that:

(3) If such nationals are persons not within a designated enemy country, the national interest of the United States requires that



such persons be treated as nationals of a designated enemy country, Germany; and

Having made all determinations and taken all action, after appropriate consultation and certification, required by said Executive Order or Act or otherwise, and deeming it necessary in the national interest,

Now, therefore, the Alien Property Custodian hereby vests the following property and interests:

All right, title, interest, and claim of any kind or character whatsoever of Karl Bahrenburg, Otto Bahrenburg, Cord Bahrenburg, John Heinrich Bahrenburg, Mamie Lienau and Adele Mangels in and to the Estate of John Bahrenburg, deceased,

to be held, used, administered, liquidated, sold or otherwise dealt with in the interest of and for the benefit of the United States.

Such property and interests and any or all of the proceeds thereof shall be held in a special account pending further determination of the Alien Property Custodian. This shall not be deemed to limit the powers of the Alien Property Custodian to return such property and interests or the proceeds thereof, or to indicate that compensation will not be paid in lieu thereof, if and when it should be determined that such return should be made or such compensation should be paid.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may file with the Alien Property Custodian a notice of his claim, together with a request for a hearing thereon, on Form APC-1, within one year from the date hereof, or within such further time as may be allowed by the Alien Property Custodian.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of said Executive Order.

Dated: November 5, 1942.

[SEAL] LEO T. CROWLEY,  
Alien Property Custodian.

[F. R. Doc. 42-11761; Filed, November 11, 1942;  
11:30 a. m.]

[Vesting Order 336]

LEGACIES PAYABLE TO GERMAN NATIONALS  
UNDER THE WILL OF DIEDRICH KAYSER,  
DECEASED

Under the authority of the Trading with the enemy Act, as amended, and Executive Order No. 9095, as amended, and pursuant to law, the undersigned, after investigation, finding that the property described as follows:

All right, title, interest and claim of the persons whose names, last known addresses and respective interests are set forth in Exhibit "A" attached hereto and made a part hereof, in and to certain legacies payable to them, and each of them, under the Will of Diedrich Kayser, deceased, who at the time of his death resided at Americus, Lyon County, Kansas,

is property which is in process of administration by a person (namely, Stanley Gordon, Executor), acting under judicial

supervision (namely, that of the Probate Court of Lyon County, Kansas) and which is payable or deliverable to, or claimed by, nationals of a designated enemy country (Germany), and determining that to the extent that any or all of such nationals are persons not within a designated enemy country, the national interest of the United States requires that such persons be treated as nationals of the aforesaid designated enemy country (Germany), and having made all determinations and taken all action, after appropriate consultation and certification, required by said Executive Order or Act or otherwise, and deeming it necessary in the national interest, hereby vests such property in the Alien Property Custodian, to be held, used, administered, liquidated, sold or otherwise dealt with in the interest of and for the benefit of the United States.

Such property and any or all of the proceeds thereof shall be held in a special account pending further determination of the Alien Property Custodian. This shall not be deemed to limit the powers of the Alien Property Custodian to return such property or the proceeds thereof, or to indicate that compensation will not be paid in lieu thereof, if and when it should be determined that such return should be made or such compensation should be paid.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may file with the Alien Property Custodian a notice of his claim, together with a request for a hearing thereon, on Form APC-1, within one year from the date hereof, or within such further time as may be allowed by the Alien Property Custodian. Nothing herein contained shall be deemed to constitute an admission of the existence, validity or right to allowance of any such claim.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of said Executive Order.

Executed at Washington, D. C., on November 6, 1942.

[SEAL] LEO T. CROWLEY,  
Alien Property Custodian.

EXHIBIT A

Names and last known addresses	Interest
Anna Bovers, Teddeloh, 2 über Oldenburg, Oldenburg Freistaat, Germany	\$2,500
Marie Grone, Eversten, 3 bei Oldenburg, Oldenburg Freistaat, Germany	500
Catherine Kayser, Petersfehn, Mittelne, Oldenburg Freistaat, Germany	500

[F. R. Doc. 42-11758; Filed, November 11, 1942;  
11:29 a. m.]

[Vesting Order 348]

CERTAIN INDEBTEDNESS OWING BY WESTMINSTER INDUSTRIAL CORPORATION

Under the authority of the Trading with the enemy Act, as amended, and Executive Order No. 9095, as amended, and pursuant to law, the undersigned, after investigation:

(a) Finding that Fritz von Opel (alien detention camp) is a national of a designated enemy country (Germany);

(b) Finding that Fritz von Opel beneficially owns 100 shares of the capital stock of Westminster Industrial Corporation, a New York corporation, New York, New York, which is a business enterprise within the United States and which 100 shares of common stock (which were vested by the undersigned pursuant to Vesting Order Number 18 issued under date of June 4, 1942) constitute all the outstanding capital stock of said business enterprise and represent ownership thereof, and therefore determining that such business enterprise is a national of the aforesaid designated enemy country (Germany);

(c) Finding that all right, title, interest, and claim of any name or nature whatsoever of Overseas Finance Corporation, Ltd. in and to all indebtedness contingent or otherwise and whether or not matured, owing to it by said Westminster Industrial Corporation, including but not limited to all security rights in and to any and all collateral for any or all of such indebtedness and the right to sue for and collect such indebtedness is held for the benefit of said Fritz von Opel and therefore is an interest in the aforesaid business enterprise held by a national of an enemy country and also is property within the United States owned or controlled by a national of a designated enemy country (Germany);

(d) Determining that to the extent that such nationals are persons not within a designated enemy country the national interest of the United States requires that such persons be treated as nationals of the aforesaid designated enemy country (Germany);

(e) Having made all determinations and taken all action, after appropriate consultation and certification, required by said Executive Order or Act or otherwise; and

(f) Deeming it necessary in the national interest:

hereby vests in the Alien Property Custodian the indebtedness described in subparagraph (c), to be held, used, administered, liquidated, sold or otherwise dealt with in the interest of and for the benefit of the United States.

Such property and any or all of the proceeds thereof shall be held in a special account pending further determination of the Alien Property Custodian. This shall not be deemed to limit the powers of the Alien Property Custodian to return such property or the proceeds thereof, or to indicate that compensation will not be paid in lieu thereof, if and when it should be determined that such return should be made or such compensation should be paid.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may file with the Alien Property Custodian a notice of his claim, together with a request for a hearing thereon, on Form APC-1, within one year from the date hereof, or within such further time as may be allowed by the Alien Property Custodian. Nothing herein contained shall be deemed to constitute an admission of the existence, validity or right to allowance of any such claim.

The terms "national", "designated enemy country" and "business enterprise within the United States" as used herein shall have the meanings prescribed in section 10 of said Executive Order.



Executed at Washington, D. C., on November 9, 1942.

[SEAL]

LEO T. CROWLEY,  
*Alien Property Custodian.*

[F. R. Doc. 42-11756; Filed, November 11, 1942;  
11:29 a. m.]

# OFFICE OF DEFENSE TRANSPORTATION.

[Special Order ODT B-31]

AMARILLO, TEXAS—ALBUQUERQUE, N. M.  
OPERATION OF PASSENGER CARRIERS BY MOTOR  
VEHICLE

Directing coordinated operation of passenger carriers by motor vehicle between Amarillo, Texas, and Albuquerque, New Mexico.

Upon consideration of the application for authority to coordinate motor vehicle service in the transportation of passengers filed with this Office by New Mexico Transportation Company, Inc., Roswell, New Mexico, and Southwestern Greyhound Lines, Inc., Fort Worth, Texas, and in order to assure maximum utilization of the facilities, services, and equipment of common carriers of passengers by motor vehicle, and to conserve and providently utilize vital equipment, materials, and supplies, including rubber, the attainment of which purposes is essential to the successful prosecution of the war, *It is hereby ordered, That:*

1. New Mexico Transportation Company, Inc. and Southwestern Greyhound Lines, Inc. (hereinafter called "carriers"), respectively, in the transportation of passengers on the routes served by them between Amarillo, Texas, and Albuquerque, New Mexico, as common carriers by motor vehicle, shall:

(a) Honor each other's tickets between all points common to their lines where equal fares apply and divert to each other traffic routed between such points for the purpose of relieving overloads and reducing the operation of additional equipment in extra sections;

(b) Adjust and establish schedules to eliminate duplication of times of departure of the respective carriers and provide reasonable frequency of service throughout the day;

(c) Wherever practicable eliminate duplicate depot facilities and commission ticket agencies and in lieu thereof, utilize joint depot facilities and joint commission ticket agencies. Contracts, agreements, and arrangements for any such joint facilities and agencies shall not extend beyond the effective period of this order. At such depot facilities and commission ticket agencies used jointly by the carriers, service, travel information, and ticket sales shall be impartial, without preference or discrimination for or against either of such carriers.

2. On the routes served by the carriers between Amarillo, Texas, and Albuquerque, New Mexico, New Mexico Transportation Company, Inc. shall operate a through service of not to exceed three round trips daily, and Southwestern Greyhound Lines, Inc. shall operate a through service of not to exceed two round trips daily.

3. The carriers forthwith shall file with the Interstate Commerce Commission, in respect of transportation in interstate or foreign commerce, and with each appropriate regulatory body in respect of transportation in intrastate commerce, and publish in accordance with law, and continue in effect until further order, tariffs, or appropriate supplements to filed tariffs, setting forth any changes in the fares, charges, operations, rules, regulations, and practices of each carrier which may be necessary to accord with the provisions of this order, together with a copy of this order; and forthwith shall apply to said Commission and each such regulatory body for special permission for such tariffs or supplements to become effective on one day's notice.

4. Communications concerning this order should be addressed to the Division of Local Transport, Office of Defense Transportation, Washington, D. C., and should refer to "Special Order ODT B-31".

This order shall become effective November 25, 1942, and shall remain in full force and effect until further order of this Office.

Issued at Washington, D. C., this 11th day of November 1942.

JOSEPH B. EASTMAN,  
*Director of Defense Transportation.*

[F. R. Doc. 42-11753; Filed, November 11, 1942;  
11:00 a. m.]

# OFFICE OF PRICE ADMINISTRATION.

WILLIAM F. DALY

[Suspension Order 157]

## ORDER RESTRICTING TRANSACTIONS

William F. Daly, 1752 Riverdale Road, West Springfield, Massachusetts, hereinafter called respondent, was duly served with a notice of specific charges of violations of Ration Order No. 5A, Gasoline Rationing Regulations, issued by the Office of Price Administration. Pursuant to the notice a hearing upon the charges was held on September 2 and 3, 1942, in Boston, Massachusetts. There appeared a representative of the Office of Price Administration and respondent. The evidence pertaining to the charges was presented before an authorized presiding officer. The matter having been duly considered by the Deputy Administrator, it is hereby determined that:

(a) Respondent is a dealer in and an intermediate distributor of gasoline within the meaning of Ration Order No. 5A, Gasoline Rationing Regulations.

(b) Respondent has wilfully violated §§ 1394.1502 and 1394.1503 of Ration Order No. 5A, Gasoline Rationing Regulations, in that on August 5, 1942, in West Springfield, Massachusetts, respondent transferred three gallons of gasoline to a consumer, Francis Nokes, and into the fuel tank of a motor vehicle without receiving in exchange therefor any gasoline ration coupon and without requiring the presentation of any gasoline ration coupon book.

(c) Respondent has wilfully violated §§ 1394.1502 and 1394.1503 of Ration Order No. 5A, Gasoline Rationing Regu-

lations, in that on August 10, 1942, in West Springfield, Massachusetts, respondent transferred three gallons of gasoline to a consumer, William F. Otto, and into the fuel tank of a motor vehicle without receiving in exchange therefor any gasoline ration coupon and without requiring the presentation of any gasoline ration coupon book.

(d) Respondent has violated §§ 1394.1502 and 1394.1503 of Ration Order No. 5A, Gasoline Rationing Regulations, in that on August 4, 1942, in West Springfield, Massachusetts, respondent transferred three and one-half gallons of gasoline to a consumer, Gordon Joyce, and into the fuel tank of a motor vehicle without receiving in exchange therefor any gasoline ration coupon and without requiring the presentation of any gasoline ration coupon book.

(e) Respondent has violated §§ 1394.1502, and 1394.1503 of Ration Order No. 5A, Gasoline Rationing Regulations, in that on August 5, 1942, in West Springfield, Massachusetts, respondent transferred three gallons of gasoline to a consumer, Clarence W. Niles, Jr., and into the fuel tank of a motor vehicle without receiving in exchange therefor any gasoline ration coupon and without requiring the presentation of any gasoline ration coupon book.

(f) Respondent has violated §§ 1394.1502 and 1394.1503 of Ration Order No. 5A, Gasoline Rationing Regulations, in that on August 5, 1942, in West Springfield, Massachusetts, respondent transferred five and one-half gallons of gasoline to a consumer, Gordon C. Smith, and into the fuel tank of a motor vehicle without receiving in exchange therefor any gasoline ration coupon and without requiring the presentation of any gasoline ration coupon book.

(g) The foregoing transfers by respondent were not within any of the classes of transfers of gasoline permitted by the provisions of Ration Order No. 5A, Gasoline Rationing Regulations, to be made without the exchange of coupons.

Because of the great scarcity and critical importance of gasoline in Massachusetts, violations of Ration Order No. 5A, Gasoline Rationing Regulations, by respondent have necessarily resulted in the diversion of gasoline from military and essential civilian uses into non-essential uses in a manner contrary to the public interest and detrimental to the national war effort. It appears to the Deputy Administrator that further violations of Gasoline Rationing Regulations by respondent are likely unless appropriate administrative action is taken.

*It is therefore ordered:*

(h) During the period in which this Suspension Order shall be in effect,

(1) Respondent shall not in any manner directly or indirectly sell, transfer or deliver any gasoline to any person: *Provided, however,* That subject to the prior approval of and the supervision by the Regional Administrator of Region I, Office of Price Administration, respondent may dispose of his stocks of gasoline on hand at the time this Order is served upon him.



(2) Respondent shall not accept any deliveries or transfers of, or in any manner directly or indirectly receive from any source any gasoline.

(3) No person, firm or corporation shall deliver, or in any manner directly or indirectly transfer any gasoline to respondent.

(i) Any terms used in this Suspension Order No. 157 that are defined in Ration Order No. 5A, Gasoline Rationing Regulations, shall have the meaning therein given them.

(j) This Suspension Order No. 157 shall become effective 12:01 A. M. November 13, 1942, and shall remain in effect until further order by the Deputy Administrator in Charge of Rationing but not later than December 31, 1944.

(Sec. 2 (a) of Pub. Law 671, 76th Cong.; as amended by Pub. Laws 89, 421 and 507, 77th Cong.; E.O. No. 9125, 7 F.R. 2719; WPB Dir. 1, 7 F.R. 562; WPB Supp. Dir. 1H, 7 F.R. 3478, 3877, 5216)

Issued this 11th day of November 1942.

PAUL M. O'LEARY,  
Deputy Administrator  
In Charge of Rationing.

[F. R. Doc. 42-11783; Filed, November 11, 1942;  
12:02 p. m.]

[Administrative Order 30]

**RATIONING OF FLUID MILK SHIPPING CONTAINERS AND COVERS AND FARM FENCING  
AUTHORIZATION OF THE SECRETARY OF AGRICULTURE**

Pursuant to the authority conferred upon the Office of Price Administration and the Administrator by Executive Order No. 9125<sup>1</sup> and by War Production Board Directive No. 1<sup>2</sup> as extended by Supplementary Directive No. 1-P<sup>3</sup>, the following order is prescribed:

(a) The Secretary of Agriculture is hereby authorized and directed to exercise the functions, duties, powers, authority and discretion, including but not limited to the power of subpoena, and the power to issue suspension orders, conferred upon the Office of Price Administration and the Administrator for the purpose of securing the efficient rationing of fluid milk shipping containers and covers and farm fencing within the limits of the continental United States.

(b) Any order issued by the Secretary of Agriculture pursuant to this delegation of authority shall have the same force and effect as if issued by the Administrator.

(c) As used herein the terms "fluid milk shipping container", "cover", and "farm fencing" shall have the meanings given them in paragraph (b) of War Production Board Supplementary Directive No. 1-P.

Issued and effective this 11th day of November 1942.

LEON HENDERSON,  
Administrator.

[F. R. Doc. 42-11808; Filed, November 11, 1942;  
3:06 p. m.]

<sup>1</sup> 7 F.R. 2719.

<sup>2</sup> 7 F.R. 562.

<sup>3</sup> 7 F.R. 8856.

[Order 4, Under MPR 204, Amendment 1]

**METALS RESERVE CO.**

**MAXIMUM PRICES FOR TIN OXIDE AND TIN ANODES**

Amendment No. 1 to Order No. 4 Under Maximum Price Regulation No. 204—Idle or Frozen Materials Sold Under Priorities Regulation No. 13.

An opinion in support of this Amendment No. 1 to Order No. 4 under Maximum Price Regulation No. 204 has been issued simultaneously herewith and has been filed with the Division of the Federal Register.

The heading, "Price in cents per pound dry weight of tin content, properly packed in wood containers f. o. b. cars or trucks or, if by water, f. a. s. barge or vessel at the shipping point," of the price column contained in subparagraph (1) of paragraph (a) is amended to read, "Prices in cents per pound dry weight of tin content, properly packed in wood containers f. o. b. Barber, New Jersey."

(e) This amendment No. 1 to Order No. 4 under Maximum Price Regulation No. 204 shall become effective October 15, 1942.

(Pub. Laws 421 and 729, 77th Cong.; E.O. 9250, 7 F.R. 7871)

Issued this 11th day of November 1942.

LEON HENDERSON,  
Administrator.

[F. R. Doc. 42-11807; Filed, November 11, 1942;  
3:07 p. m.]

[Suspension Order 151]

**LONG HOOK DEVELOPMENT COMPANY  
ORDER RESTRICTING TRANSACTIONS**

Order on petition for reconsideration of Suspension Order No. 151.

On November 4, 1942, Long Hook Development Company, a corporation, hereinafter called respondent, filed a petition for reconsideration of Suspension Order No. 151 issued October 30, 1942. On November 4, 1942, an order was issued staying Suspension Order No. 151 until further order of the Deputy Administrator in Charge of Rationing. The petition and the brief accompanying the same having been duly considered by the Deputy Administrator in Charge of Rationing, it is hereby ordered, That Suspension Order No. 151 is modified to read as follows:

Long Hook Development Company, a corporation, hereinafter called respondent was served with a notice of charges of violations of Ration Order No. 5A, Gasoline Rationing Regulations issued by the Office of Price Administration. Pursuant to the notice a hearing on the charges was held on the 16th day of September 1942, in Wilmington, Delaware. There appeared a representative of the Office of Price Administration and respondent. The evidence pertaining to such charges was presented before an authorized presiding officer. Such evidence having been considered by the Deputy Administrator,

It is hereby determined that:

(a) Respondent has violated Ration Order No. 5A, Gasoline Rationing Regu-

lations, in that on August 19, 1942, at a filling station operated by it at 525 South Market Street, Wilmington, Delaware, respondent transferred gasoline to a consumer and into the fuel tank of a motor vehicle without requiring the presentation of a gasoline coupon book issued with respect to said motor vehicle and without detaching therefrom any coupons.

Because of the great scarcity and critical importance of gasoline in Delaware, the violation of Ration Order No. 5A, Gasoline Rationing Regulations by respondent necessarily resulted in the diversion of gasoline from military and essential civilian uses into non-essential uses in a manner contrary to the public interest and detrimental to national defense. It appears to the Deputy Administrator from the evidence before him that further violations of Ration Order No. 5A, Gasoline Rationing Regulations by respondent are likely unless appropriate administrative action is taken. It is therefore ordered:

(b) During the period in which this Suspension Order No. 151 shall be in effect, (1) Respondent shall not sell, transfer or deliver any gasoline to any consumer at its filling station at 525 South Market Street, Wilmington, Delaware, for resale at said station.

(2) Respondent shall not accept any deliveries or transfers of, or in any manner directly or indirectly receive from any source, any gasoline at its filling station at 525 South Market Street, Wilmington, Delaware, for resale at said station.

(3) No person, firm or corporation shall deliver or in any manner directly or indirectly transfer to respondent, any gasoline at its filling station at 525 South Market Street, Wilmington, Delaware, for resale at said station.

(c) Any terms used in this suspension order that are defined in Ration Order No. 5A, Gasoline Rationing Regulations shall have the meaning therein given them.

(d) This Suspension Order No. 151 shall become effective 12:01 A. M. November 18, 1942, and unless sooner terminated, shall expire 12:01 A. M. December 3, 1942.

[Pub. Law 421, 77th Cong.; sec. 2 (a) of Pub. Law 671, 76th Cong. as amended by Pub. Laws 89 and 507, 77th Cong.; E.O. No. 9125 (7 F.R. 2719); WPB Dir. No. 1 (7 F.R. 562) and Supp. Dir. No. 1H (7 F.R. 3478, 3877, 5216)]

Issued this 11th day of November 1942.

PAUL M. O'LEARY,  
Deputy Administrator,  
in Charge of Rationing.

[F. R. Doc. 42-11810; Filed, November 11, 1942;  
3:06 p. m.]

[Revised Suspension Order 154]

**WILLARD M. BLODGETT**

**ORDER RESTRICTING TRANSACTIONS**

Suspension Order No. 154 is hereby amended to read as follows:

Willard M. Blodgett, Fitzwilliam, New Hampshire, hereinafter called respondent, was duly served with a notice of



specific charges of violations of Ration Order No. 5A, Gasoline Rationing Regulations, issued by the Office of Price Administration. Pursuant to the notice, a hearing upon the charges was held on September 25, 1942, in Concord, New Hampshire. There appeared a representative of the Office of Price Administration and respondent. The evidence pertaining to the charges was presented before an authorized presiding officer. The matter having been duly considered by the Deputy Administrator,

It is hereby determined that:

(a) Respondent is a dealer in gasoline within the meaning of Ration Order No. 5A, Gasoline Rationing Regulations.

(b) Respondent has violated § 1394.1503 of Ration Order No. 5A, Gasoline Rationing Regulations, in that on August 17, 1942, and on at least one other occasion between July 22 and August 17, 1942, in Fitzwilliam, New Hampshire, respondent transferred five gallons of gasoline to a private consumer and into the fuel tank of a private passenger automobile without requiring the presentation of a gasoline ration coupon book and on each occasion respondent received in exchange for the transfer a gasoline ration coupon Class S.

Because of the great scarcity and critical importance of gasoline in the New Hampshire area, violations of Ration Order No. 5A, Gasoline Rationing Regulations, by respondent have necessarily resulted in the diversion of gasoline from military and essential civilian uses into non-essential uses in a manner contrary to the public interest and detrimental to the national war effort. It appears to the Deputy Administrator that further violations by respondent are likely unless appropriate administrative action is taken. It is therefore ordered:

(c) During the period in which this Suspension Order shall be in effect,

(1) Respondent shall not sell, transfer or deliver any gasoline to any person.

(2) Respondent shall not accept any deliveries or transfers of, or in any manner directly or indirectly receive from any source any gasoline.

(3) No person, firm or corporation shall deliver, or in any manner directly or indirectly transfer any gasoline to respondent.

(d) Any terms used in this Suspension Order No. 154 that are defined in Ration Order No. 5A, Gasoline Rationing Regulations, shall have the meaning therein given them.

(e) This suspension order shall become effective 12:01 A. M. November 18, 1942, and unless sooner terminated, shall expire 12:01 A. M. December 18, 1942.

(Pub. Law 421, 77th Cong.; sec. 2 (a) of Pub. Law 671, 76th Cong.; as amended by Pub. Laws 89 and 507, 77th Cong.; E.O. No. 9125 (7 F.R. 2719); WPB Dir. No. 1 (7 F.R. 562) and Supp. Dir. No. 1H (7 F.R. 3478, 3877, 5216))

Issued this 11th day of November 1942.

PAUL M. O'LEARY,  
Deputy Administrator  
in Charge of Rationing.

[F. R. Doc. 42-11809; Filed, November 11, 1942;  
3:06 p. m.]

[Order 13 Under MPR 169]

EARL C. GIBBS, INCORPORATED

ORDER GRANTING ADJUSTMENT

Order No. 13 Under Maximum Price Regulation No. 169—Beef and Veal Carcasses and Wholesale Cuts—Docket No. 3169-177.

On September 16, 1942, Earl C. Gibbs, Incorporated, 3378 West 65th Street, Cleveland, Ohio, filed a petition for adjustment pursuant to § 1364.60 of Maximum Price Regulation No. 169, as amended. Due consideration has been given to the petition and an opinion in support of this Order No. 13 has been issued simultaneously herewith and has been filed with the Division of the Federal Register.

For the reasons set forth in the opinion, under the authority vested in the Price Administrator by the Emergency Price Control Act of 1942, and in accordance with Revised Procedural Regulation No. 1 issued by the Office of Price Administration, It is hereby ordered:

(a) Earl C. Gibbs, Incorporated, may sell and deliver and agree, offer, solicit and attempt to sell and deliver beef carcasses of the grades hereinafter set forth, and any person may buy and receive from Earl C. Gibbs, Incorporated, such beef carcasses at prices not in excess of those established as follows:

	Cents per lb.
Steer and heifer carcasses, AA or choice grade.....	22
Steer and heifer carcasses, A or good grade.....	21
Steer and heifer carcasses, B or commercial grade.....	20
Cow carcasses, A or good grade.....	18
Cow carcasses, B or commercial grade.....	17½
All carcasses, Cutter and canner grade.....	15

(b) Earl C. Gibbs, Incorporated, shall mail or cause to be mailed to all persons who purchase beef carcasses from it for resale a notice reading as follows:

The Office of Price Administration, by Order No. — effective —, 1942, pursuant to Section 1364.60 of Maximum Price Regulation No. 169, as amended, has permitted us to raise our maximum prices for sales to you of beef carcasses as follows:

Steer and heifer carcasses, AA or choice grade from 21¢ to 22¢ per lb.	
Steer and heifer carcasses, A or good grade from 20½¢ to 21¢ per lb.	
Steer and heifer carcasses, B or commercial grade from 19½¢ to 20¢ per lb.	
Cow carcasses, A or good grade from 17½¢ to 18¢ per lb.	
Cow carcasses, B or commercial grade from 16½¢ to 17½¢ per lb.	
All carcasses, Cutter and Canner grade from 14½¢ to 15¢ per lb.	

This amount represents only that part of cost increases which we were unable to absorb and it was granted with the understanding that resale prices would not be raised. The Office of Price Administration has not permitted you or any other seller to raise maximum prices for sales of beef carcasses. In order that we may continue to provide you with these carcasses, it will be necessary for you to accept this reduction in your margin.

(c) All prayers of the petition not granted herein are denied.

(4) This Order No. 13 may be revoked or amended by the Price Administrator

at any time. Unless the context otherwise requires, the definitions set forth in § 1364.62 of Maximum Price Regulation No. 169, as amended, shall apply to the terms used herein.

(e) This Order No. 13 shall become effective November 13, 1942.

Issued this 12th day of November 1942.

LEON HENDERSON,  
Administrator.

[F. R. Doc. 42-11823; Filed, November 12, 1942;  
10:49 a. m.]

[Order 14 Under MPR 169]

SUPERIOR MEAT PRODUCTS

ORDER GRANTING ADJUSTMENT

Order No. 14 Under Maximum Price Regulation No. 169—Beef and Veal Carcasses—Docket No. 3169-114.

On September 10, 1942, the Superior Meat Products, Gary, Indiana, filed a petition for adjustment pursuant to § 1364.60 of Maximum Price Regulation No. 169, as amended. Due consideration has been given to the petition, and an opinion in support of this Order No. 14 has been issued simultaneously herewith, and has been filed with the Division of the Federal Register.

For the reasons set forth in the opinion, under the authority vested in the Price Administrator by the Emergency Price Control Act of 1942 and in accordance with Revised Procedural Regulation No. 1 issued by the Office of Price Administration, It is hereby ordered:

(a) Superior Meat Products may sell and deliver and agree, offer, solicit and attempt to sell and deliver the sausage products hereinafter set forth and any person may buy and receive from the Superior Meat Products such sausage products at prices not in excess of those established as follows: —

	Cents per lb.
M. B. Wieners.....	26
G. S. Wieners.....	24
M. B. Veal Saus.....	22
Reg. H. C. Franks.....	21
M. B. Sq. Mince.....	21
M. B. Berliner.....	33
Smoked Liver.....	25
Fresh Liver.....	22
Thuringer.....	27
1st Grade Cotto Salami.....	28
Pl. Loaf Veal.....	22
Pim. Veal Lf.....	23½
Mother's Loaf.....	26
Ham & Cheese.....	26
Honey Loaf.....	37
Pepper Loaf.....	35

(b) Superior Meat Products shall mail or cause to be mailed to all persons who purchase such sausage products from it for resale a notice reading as follows:

The Office of Price Administration by Order No. — effective —, 1942, pursuant to Section 1364.60 of Maximum Price Regulation No. 169 as amended, has permitted us to raise our maximum prices for sales to you of sausage products, as follows:

M. B. Wieners, from 25¢ to 26¢ per pound.	
G. S. Wieners, from 23¢ to 24¢ per pound.	
M. B. Veal Saus., from 20¢ to 22¢ per pound.	
Reg. H. C. Franks, from 17¢ to 21¢ per pound.	
M. B. Sq. Mince, from 20¢ to 21¢ per pound.	



M. B. Berliner, from 32¢ to 33¢ per pound.  
Smoked Liver, from 23¢ to 25¢ per pound.  
Fresh Liver, from 20¢ to 22¢ per pound.  
Thuringer, from 24¢ to 27¢ per pound.  
1st Grade Cotto Salami, from 25¢ to 28¢ per pound.

Pi. Loaf Veal, from 20¢ to 22¢ per pound.  
Pim. Veal Li., from 21¢ to 23½¢ per pound.  
Mother's Loaf, from 24¢ to 26¢ per pound.  
Ham & Cheese, from 24¢ to 26¢ per pound.  
Honey Loaf, from 33¢ to 37¢ per pound.  
Pepper Loaf, from 31¢ to 35¢ per pound.

This amount represents only that part of cost increases which we were unable to absorb and it was granted with the understanding that wholesale and retail prices would not be raised. The Office of Price Administration has not permitted you or any other seller to raise maximum prices for sales of sausage products. In order that we may continue to provide you with Sausage products it will be necessary for you to accept this reduction in your margin.

(c) All prayers of the petition not granted herein are denied.

(d) This Order No. 14 may be revoked or amended by the Price Administrator at any time. Unless the context otherwise requires, the definitions set forth in § 1364.62 of Maximum Price Regulation No. 169, as amended, shall apply to terms used herein.

(e) This Order No. 14 shall become effective November 13, 1942.

Issued this 12th day of November 1942.

LEON HENDERSON,  
Administrator.

[F. R. Doc. 42-11824; Filed, November 12, 1942;  
10:49 a. m.]

[Order 46 Under MPR 188]

UNITED STATES GYPSUM COMPANY

#### ORDER GRANTING ADJUSTMENT

Order No. 46 Under § 1499.158 of Maximum Price Regulation No. 188—Manufacturers' Maximum Prices for Specified Building Materials and Consumers' Goods Other Than Apparel.

For the reasons set forth in an opinion issued simultaneously herewith and filed with the Division of the Federal Register, and under the authority vested in the Price Administrator by the Emergency Price Control Act of 1942, as amended, and Executive Order No. 9250 and § 1499.158 of Maximum Price Regulation No. 188, it is hereby ordered:

(a) Maximum prices for sales of camouflage paint by the United States Gypsum Company of Chicago, Illinois. United States Gypsum Company, 300 West Adams Street, Chicago, Illinois, is hereby authorized to sell, offer to sell and deliver, and any person is hereby authorized to purchase from said Company, camouflage paint referred to in the application herein at prices not in excess of \$8.75 per cwt.

(b) All applicable discounts, terms and conditions of sale, differentials for different sizes and other trade practices in force for United States Gypsum Company, in March 1942, shall be maintained, unless the discontinuance or the modification thereof results in a lower price.

(c) This Order No. 46 may be revoked or amended by the Price Administrator at any time.

(d) This Order No. 46 shall become effective November 12, 1942.

Issued this 12th day of November 1942.

LEON HENDERSON,  
Administrator.

[F. R. Doc. 42-11825; Filed, November 12, 1942;  
10:49 a. m.]

[Order 47 Under MPR 188]

PERMANENTE METALS CORPORATION

#### ORDER GRANTING ADJUSTMENT

Order No. 47 Under § 1499.158 of Maximum Price Regulation No. 188—Manufacturers' Maximum Prices for Specified Building Materials and Consumers' Goods Other Than Apparel.

For the reasons set forth in an opinion which has been issued simultaneously herewith and under the authority vested in the Price Administrator by the Emergency Price Control Act of 1942, as amended, and pursuant to § 1499.158 of Maximum Price Regulation No. 188, it is ordered:

(a) Specific authority is hereby given to Permanente Metals Corporation, San Francisco, California, to sell and deliver to any person:

Crushed Raw Dolomite @ \$2.90 per ton (2,000 lbs.) f. o. b. Salinas, California.

(b) The Permanente Metals Corporation shall file with the Office of Price Administration in Washington, D. C., on or before January 15, 1943, the following data:

(1) A detailed breakdown of the cost of producing, crushing, and selling Dolomite during the period beginning on the effective date of the order and ending December 31, 1942, showing separately the tonnage crushed and itemized inventories of all Dolomite in both tons and dollar amounts.

(2) Total Crushed Dolomite sales in both dollars and tons made during the period covered.

(c) The data requested in (b), (1) and (2), covering each subsequent quarterly period shall be filed not later than the 15th day of the month following the close of such quarterly period.

(d) This Order No. 47 may be revoked or amended by the Price Administrator at any time.

(e) This Order No. 47 shall become effective November 12, 1942.

Issued this 12th day of November 1942.

LEON HENDERSON,  
Administrator.

[F. R. Doc. 42-11826; Filed, November 12, 1942;  
10:49 a. m.]

[Order 48 Under MPR 188]

JAMES E. BRYAN

#### ORDER GRANTING ADJUSTMENT

Order No. 48 Under § 1499.158 of Maximum Price Regulation No. 188—Manufacturers' Maximum Prices for Specified

Building Materials and Consumers' Goods Other Than Apparel.

For the reasons set forth in an opinion issued simultaneously herewith and filed with the Division of the Federal Register, and pursuant to the authority vested in the Price Administrator by the Emergency Price Control Act of 1942, as amended, and Executive Order No. 9250, it is ordered:

(a) James E. Bryan and Associates are authorized to sell and deliver to retailers a new puzzle game, designated as "Trap the Jap in Tokio", at a price no higher than \$12.75 per gross, f. o. b. Cleveland, Ohio.

(b) This Order No. 48 may be revoked or amended by the Price Administrator at any time.

(c) This Order No. 48 shall become effective on the 12th day of November, 1942.

Issued this 12th day of November 1942.

LEON HENDERSON,  
Administrator.

[F. R. Doc. 42-11820; Filed, November 12, 1942;  
10:50 a. m.]

[Suspension Order 156]

L AND J TIRE COMPANY

#### ORDER RESTRICTING TRANSACTIONS

Ben Greenblatt and Doris Greenblatt, doing business as L and J Tire Company, 3222 Market Street, Youngstown, Ohio, herein called respondents, were duly served with a notice and a supplemental notice of specific charges of violations of Revised Tire Rationing Regulations issued by the Office of Price Administration. Pursuant to said notices a hearing upon the charges was held on August 31, 1942, and on October 5, 1942, in Youngstown, Ohio. There appeared a representative of the Office of Price Administration and respondents. The evidence pertaining to the charges was presented before an authorized presiding officer. The matter having been duly considered by the Deputy Administrator in Charge of Rationing, it is hereby determined that:

(a) Respondents have violated § 1315.803 of Revised Tire Rationing Regulations in that on May 9, 1942, respondents accepted delivery of 4,000 pounds of camelback from a dealer in camelback without delivering in exchange therefor any portion of any certificate issued pursuant to Revised Tire Rationing Regulations.

(b) Respondents have violated § 1315.803 of Revised Tire Rationing Regulations in that between May 10, 1942, and May 20, 1942, respondents as dealers in camelback delivered 500 pounds of camelback to one Sidney Ulansky without receiving in exchange therefor any portion of any certificate issued pursuant to Revised Tire Rationing Regulations.

(c) Respondents have violated § 1315.803 of the Revised Tire Rationing Regulations in that on May 15, 1942, respondents, as dealers in camelback, delivered 500 pounds of camelback to But-



ler County National Bank and Trust Company, Butler, Pennsylvania, without receiving in exchange therefor any portion of any certificate issued pursuant to Revised Tire Rationing Regulations.

(d) Respondents have violated § 1315.803 of the Revised Tire Rationing Regulations in that on June 20, 1942, respondents as dealers in camelback, delivered 2,000 pounds of camelback to Butler County National Bank and Trust Company, Butler, Pennsylvania, without receiving in exchange therefor any portion of any certificate issued pursuant to Revised Tire Rationing Regulations.

(e) Respondents have violated § 1315.401 and § 1315.802 of Revised Tire Rationing Regulations in that between May 15, 1942, and August 31, 1942, respondents delivered 89 recapped tires to Butler County National Bank and Trust Company, Butler, Pennsylvania, without receiving in exchange therefor any certificate authorizing such delivery issued by a War Price and Rationing Board.

(f) The foregoing deliveries made or received by respondents were not within any of the classes of deliveries of camelback or recapped tires permitted by the provisions of the Revised Tire Rationing Regulations to be made without the exchange of certificates or portions of certificates.

Because of the great scarcity and critical importance of rubber in the United States, respondents' violations of the tire rationing regulations issued by the Office of Price Administration have necessarily resulted in the diversion of rubber from military and essential civilian uses to non-essential uses in a manner contrary to the public interest and detrimental to the national war effort. It appears to the Deputy Administrator in Charge of Rationing that further violations of the Tire Rationing Regulations by respondents are likely unless appropriate administrative action is taken.

*It is therefore ordered:*

(g) During the period in which Suspension Order No. 156 shall be in effect,

(1) Respondents, their successors or assigns, shall not accept any transfers or deliveries of or in any manner directly or indirectly receive from any source any new tires, new tubes, recapped tires, retreaded tires, camelback or other recapping or retreading material.

(2) No person shall in any manner, directly or indirectly, sell, transfer or deliver any new tires, new tubes, recapped tires, retreaded tires, camelback or other recapping or retreading material to respondents, their successors or assigns, regardless of whether such materials have been previously purchased and completely paid for.

(3) Respondents shall not directly or indirectly sell, transfer, deliver, or otherwise deal or trade in any new tires, new tubes, recapped tires, retreaded tires, camelback or other retreading or recapping material: *Provided, however,* That respondents may make sales, transfers, or deliveries of their stocks thereof in their possession at the time this Suspension Order No. 156 is served upon

them with the prior approval and under the supervision of the Regional Administrator of the Office of Price Administration for Region III.

(4) Respondents, their successors, or assigns, shall not enter into any contract or commitment for the recapping or retreading of tires or recap or retread any tires or in any way use or consume any camelback or other retreading or recapping material: *Provided, however,* That if any contract for retreading or recapping of tires have been entered into by respondents and such tires have been prepared in any degree for retreading or recapping or have been retreaded or recapped before this Suspension Order No. 156 is served upon respondents, such recapping or retreading may be completed and the retreaded or recapped tires delivered with the prior approval and under the supervision of the Regional Administrator of the Office of Price Administration for Region III.

(h) Any term used in this Suspension Order No. 156 that is defined in Revised Tire Rationing Regulations shall have the meaning therein given it.

(i) This Suspension Order No. 156 shall become effective November 17, 1942, and shall remain in effect until further order of the Deputy Administrator in Charge of Rationing, but in no event later than December 31, 1944.

(Pub. Law 421, 77th Cong.; Sec. 2 (a) of Pub. Law 671, 76th Cong.; as amended by Pub. Laws 89 and 507, 77th Cong.; E.O. No. 9125 (7 F.R. 2719); W.P.B. Directive No. 1 and Supplementary Directive No. 1B (7 F.R. 562, 925); W.P.B. Supplementary Order No. M-15-C (6 F.R. 6792))

Issued this 12th day of November 1942.

PAUL M. O'LEARY,  
Deputy Administrator  
in Charge of Rationing.

[F. R. Doc. 42-11822; Filed, November 12, 1942;  
10:50 a. m.]

[Suspension Order 159]

ANGELINA RESTAURANT

#### ORDER RESTRICTING TRANSACTIONS

Angelina Nicholas, doing business as Angelina Restaurant, 1123 West Columbus Avenue, Philadelphia, Pennsylvania, hereinafter called respondent, was duly served with a notice of specific charges of violation of Rationing Order No. 3, Sugar Rationing Regulations, issued by the Office of Price Administration. Pursuant to the notice a hearing upon the charges was held on September 25, 1942, in Philadelphia, Pennsylvania. There appeared a representative of the Office of Price Administration and the respondent. The evidence pertaining to the charges was presented before an authorized presiding officer. The matter having been duly considered by the Deputy Administrator, It is hereby determined that:

(a) On the 28th of April, 1942, respondent registered for Angelina Restaurant, an institutional user of sugar, located at 1123 West Columbus Avenue,

Philadelphia, Pennsylvania, and filed OPA Form R-310 with Local Rationing Board No. 39, Philadelphia, Pennsylvania.

(b) Respondent has violated § 1407.83 of Rationing Order No. 3, Sugar Rationing Regulations, in that on said OPA Form R-310 respondent declared that the quantity of sugar used by her for meals or food services was 500 pounds per month during each of the months of 1941 and that the quantity of sugar owned by her at the time of such registration was 250 pounds whereas the quantity of sugar, in fact, used by respondent for meals and food services during each of the months of 1941 was substantially less than 500 pounds and the quantity of sugar owned by respondent at the time of such registration was approximately 2,275 pounds.

(c) By reason of the false statements made by her on OPA Form R-310 respondent subsequently received an allotment of sugar for the months of May and June, 1942 in an amount in excess of that to which she was entitled under Rationing Order No. 3, the Sugar Rationing Regulations. Respondent, however, never purchased or received the sugar allotted to her nor has she made any purchases of sugar subsequent to her registration on April 28, 1942.

The violations by respondent of Rationing Order No. 3, Sugar Rationing Regulations, have hampered the effective administration and enforcement of necessary wartime regulations in a manner contrary to the public interest and detrimental to the national war effort. It appears to the Deputy Administrator in Charge of Rationing that further violations of Ration Order No. 3, Sugar Rationing Regulations, by respondent are likely unless appropriate administrative action is taken. *It is therefore ordered:*

(d) The registration of Angelina Restaurant as an institutional user of sugar is hereby cancelled and all allotments of sugar to Angelina Restaurant are hereby revoked.

(e) Respondent shall forthwith surrender for cancellation to the War Price and Rationing Board that issued the same all sugar purchase certificates heretofore issued to respondent.

(f) Respondent may petition for registration of and assignment to Angelina Restaurant of an allotment. The petition shall be made upon OPA Form R-315 and the proceedings thereafter shall be the same as provided in § 1407.161 of Rationing Order No. 3, Sugar Rationing Regulations.

(g) Respondent shall be entitled to use 200 pounds of sugar per month pending decision on any petition respondent may file pursuant to Paragraph (f) of this Suspension Order No. 159.

(h) Any terms used in this Suspension Order No. 159 that are defined in Rationing Order No. 3, Sugar Rationing Regulations, shall have the meaning therein given them.

(Pub. Law 421, 77th Cong.; sec. 2 (a) of Pub. Law 671, 76th Cong., as amended by Pub. Laws 89 and 507, 77th Cong., E.O. No. 9125 (7 F.R. 2719); W.P.B. Directive No. 1 (7 F.R. 562) and Supplementary Directive No. 1E (7 F.R. 2965))



Issued and effective this 12th day of November 1942.

PAUL M. O'LEARY,  
Deputy Administrator,  
in Charge of Rationing.

[F. R. Doc. 42-11821; Filed, November 12, 1942;  
10:50 a. m.]

# SECURITIES AND EXCHANGE COMMISSION.

[File No. 70-618]

## AMERICAN POWER & LIGHT COMPANY

### NOTICE OF AND ORDER FOR HEARING

At a regular session of the Securities and Exchange Commission, held at its office in the City of Philadelphia, Pennsylvania, on the 10th day of November, A. D., 1942.

Notice is hereby given that a declaration or application (or both) has been filed by American Power & Light Company pursuant to the Public Utility Holding Company Act of 1935, which designates sections 10 and 12 (c) of said Act and Rules U-23 and U-42 promulgated thereunder as applicable to the transactions proposed therein. All interested persons are referred to said declaration or application (or both), which is on file in the office of this Commission, for a statement of such proposed transactions, which are summarized as follows:

American has outstanding \$41,153,000 principal amount of American's Gold Debenture Bonds, American 6% Series, due 2016, and \$3,780,000 principal amount of Southwestern Power & Light Company 6% Gold Debenture Bonds, Series A, due 2022 (the latter issue of Bonds having been assumed by American). American will employ up to \$10,000,000 in the purchase in the open market, at prices not exceeding the principal amount thereof (exclusive of accrued interest), of such amount of the Debenture Bonds as are obtainable within a period of approximately six months. If at the end of such period there remains as much as \$200,000 unexpended out of such \$10,000,000, applicant proposes to call for tenders of such Debenture Bonds for sale to applicant at prices not exceeding the principal amount thereof (exclusive of accrued interest), and will offer to purchase the largest number of Debenture Bonds (excluding any fraction of \$1,000 principal amount) which such unexpended cash will pay for, Debenture Bonds offered at the lowest price or prices to be purchased first, and in case more Debenture Bonds are tendered than can be purchased with such unexpended sum, Debenture Bonds offered at the highest price at which Debenture Bonds are to be purchased will be selected by lot.

It appearing to the Commission that it is appropriate in the public interest and in the interests of investors and consumers that a hearing be held with respect to said matter, and that said declaration or application (or both) shall not be permitted to become effective, nor granted, except pursuant to further order of this Commission:

It is ordered, That a hearing on such matter, under the applicable provisions of said Act and the rules and regulations of the Commission, be held on November 24, 1942, at 10:00 A. M., E. W. T., at the offices of the Securities and Exchange Commission, 18th and Locust Streets, Philadelphia, Pennsylvania, in such room as may be designated on that day by the hearing room clerk in Room 318:

It is further ordered, That Robert P. Reeder or any other officer or officers of the Commission designated by it for that purpose shall preside at the hearings in such matter. The officer so designated to preside at any such hearing is hereby authorized to exercise all the powers granted to the Commission under section 18 (c) of said Act and to a trial examiner under the Commission's Rules of Practice;

It is further ordered, That any person desiring to be heard in connection with the proceeding, or proposing to intervene herein, shall file with the Secretary of the Commission on or before November 17, 1942, his request or application therefor, as provided by Rule XVII of the Rules of Practice of this Commission; and

It is further ordered, That without limiting the scope of the issues, presented for the aforesaid declaration or application (or both), to be raised at the hearing, particular attention will be directed to the following matters and questions:

1. Whether the proposed reacquisition by applicant of its Debenture Bonds is in the public interest and the interest of investors.

2. Whether the method proposed by applicant for the reacquisition of said Debenture Bonds is appropriate and in the public interest and the interest of investors.

3. Whether the fees, commissions or other remunerations to be paid, directly or indirectly, in connection with the proposed transaction are reasonable.

4. Whether the proposed reacquisition is detrimental to the carrying out of the provisions of Section 11 of the Act or tends to circumvent any provisions of the Act or any Rules, Regulations or Orders of the Commission.

5. Whether it is necessary or appropriate to impose any terms or conditions in the public interest or for the protection of investors.

By the Commission.

[SEAL]

ORVAL L. DuBOIS,  
Secretary.

[F. R. Doc. 42-11782; Filed, November 11, 1942;  
11:40 a. m.]

## COMSTOCK TUNNEL AND DRAINAGE Co.

[File No. 1-2640]

### ORDER SETTING HEARING ON APPLICATION TO WITHDRAW FROM LISTING AND REGISTRATION

At a regular session of the Securities and Exchange Commission, held at its office in the City of Philadelphia, Pa., on the 10th day of November, A. D. 1942.

In the matter of Comstock Tunnel and Drainage Company, Common Stock, \$1 Par Value.

The Comstock Tunnel and Drainage Company, pursuant to section 12 (d) of the Securities Exchange Act of 1934 and Rule X-12D2-1 (b) promulgated thereunder, having made application to the Commission to withdraw its Common Stock, \$1 Par Value, from listing and registration on the San Francisco Mining Exchange; and

The Commission deeming it necessary for the protection of investors that a hearing be held in this matter at which all interested persons be given an opportunity to be heard;

It is ordered, That the matter be set down for hearing at 10 a. m. on Friday, December 4, 1942, at the office of the Securities and Exchange Commission, 120 Broadway, New York, New York, and continue thereafter at such times and places as the Commission or its officers herein designated shall determine, and that general notice thereof be given; and

It is further ordered, That John H. Kelley, or any other officer or officers of the Commission named by it for that purpose, shall preside at the hearing on such matter. The officer so designated to preside at such hearing is hereby empowered to administer oaths and affirmations, subpoena witnesses, compel their attendance, take evidence, require the production of any books, papers, correspondence, memoranda, or other records deemed relevant or material to the inquiry, and to perform all other duties in connection therewith authorized by law.

By the Commission.

[SEAL]

ORVAL L. DuBOIS,  
Secretary.

[F. R. Doc. 42-11779; Filed, November 11, 1942;  
11:40 a. m.]

[File No. 59-12]

## ELECTRIC BOND AND SHARE CO., ET AL.

### ORDER GRANTING APPLICATION FOR EXTENSION OF TIME

At a regular session of the Securities and Exchange Commission, held at its office in the City of Philadelphia, Pennsylvania, on the 9th day of November, A. D. 1942.

In the Matter of Electric Bond and Share Company, American Power & Light Company, Pacific Power & Light Company, Electric Power & Light Corporation, Utah Power & Light Company, National Power & Light Company and Ebasco Services Incorporated, respondents.

Order granting application for extension of time to comply with order under section 11 (b) (2) of the Public Utility Holding Company Act of 1935 directing the dissolution of National Power & Light Company.

The Commission having heretofore, on August 23, 1941, entered its order herein, pursuant to section 11 (b) (2) of the Public Utility Holding Company Act of 1935, requiring (a) that the existence of National Power & Light Company be terminated and that said Company be dissolved, and (b) that National Power & Light Company and Electric Bond and



Share Company proceed with due diligence to submit to the Commission a plan or plans for the prompt dissolution of National Power & Light Company, pursuant to section 11 (b) (2) of the Act; and

National Power & Light Company having filed an application herein requesting the Commission to enter an order under Section 11 (c) of the Act extending for one year the time for compliance with said order of dissolution dated August 23, 1941; and

A public hearing having been duly held on said application, the Commission having considered the record in this matter and having made and filed its Findings and Opinion herein, and being of the opinion that action may appropriately be taken as hereinafter ordered:

It is ordered, That said application for an extension of time is hereby granted, and that the time within which National Power & Light Company shall comply with said order of dissolution dated August 23, 1941, is hereby extended for a period of one year from and after August 23, 1942, subject to the following conditions:

1. On or before December 20, 1942, National Power & Light Company shall submit to this Commission estimated corporate income and surplus statements, by months, for the nine months' period ending August 31, 1943. Such statements shall show the nature and source of the estimated monthly income, the detail of the estimated monthly expenses, deductions from income and surplus items, all classified in accordance with the Uniform System of Accounts for Public Utility Holding Companies under the Public Utility Holding Company Act of 1935.

2. On or before the 20th day of each month from and after December 1, 1942, National Power & Light Company shall submit to the Commission its actual corporate income and surplus statements for the calendar monthly period next preceding the date of the filing thereof. Such statements shall show the nature and source of the monthly income, the detail of the monthly expenses, deductions from income and surplus items, all classified in accordance with the Uniform System of Accounts for Public Utility Holding Companies under the Public Utility Holding Company Act of 1935.

3. National Power & Light Company shall submit an amendment or amendments to its "Plan dated as of May 7, 1942, for Compliance with section 11 (b) of the Public Utility Holding Company Act of 1935", setting forth the extent and manner in which it is proposed that Birmingham Electric Company, Carolina Power & Light Company, Lehigh Valley Transit Company and Pennsylvania Power & Light Company shall (a) restate their respective plant, surplus, capital and other accounts so as to segregate, dispose of, or eliminate write-ups and intangibles in their respective plant accounts; (b) set up adequate reserves for depreciation of plant and property, (c)

make such other accounting adjustments as may be deemed necessary to meet the requirements of the Act, and (d) revise and simplify their respective capital structures, and take such other steps as may be deemed necessary to effectuate a fair and equitable redistribution of voting power among their respective security holders. In respect of Birmingham Electric Company, such amendment shall be submitted on or before December 15, 1942. In respect of Carolina Power & Light Company, such amendment, giving consideration to the adjustments proposed in the proceeding entitled "In the Matter of Carolina Power & Light Company, et al., File No. 70-603", shall be submitted on or before January 1, 1943. In respect of Lehigh Valley Transit Company and Pennsylvania Power & Light Company, such amendment or amendments shall be submitted on or before February 15, 1943.

4. Jurisdiction is hereby reserved to rescind or modify, after appropriate notice to National Power & Light Company, the provisions of this order granting the extension of time for the purpose aforesaid.

By the Commission.

[SEAL]

ORVAL L. DuBOIS,  
Secretary.

[F. R. Doc. 42-11780; Filed, November 11, 1942;  
11:40 a. m.]

[File No. 70-621]

#### THE RAILWAY AND BUS ASSOCIATES

##### NOTICE REGARDING FILING

At a regular session of the Securities and Exchange Commission, held at its office in the City of Philadelphia, Pa., on the 10th day of November 1942.

Notice is hereby given that an application has been filed with this Commission pursuant to the Public Utility Holding Company Act of 1935, by The Railway and Bus Associates, an indirect subsidiary of Denis J. Driscoll and Willard L. Thorp, Trustees of Associated Gas and Electric Corporation, a registered holding company; and

Notice is further given that any interested person may, not later than November 30, 1942, at 5:30 p. m., E. W. T., request the Commission in writing that a hearing be held on such matter, stating the reasons for such request and the nature of such interest, or may request that he be notified if the Commission should order a hearing thereon. At any time thereafter, such application, as filed or as amended, may be granted, as provided in Rule U-23 of the Rules and Regulations promulgated pursuant to said Act. Any such request should be addressed: Secretary, Securities and Exchange Commission, 18th and Locust Streets, Philadelphia, Pennsylvania.

All interested persons are referred to the said application, which is on file in the office of the said Commission, for a statement of the transaction therein proposed, which is summarized below:

The Railway and Bus Associates propose to acquire from Triple Cities Traction Corporation 800 shares of the common capital stock (par value \$1 per share) of Atlantic Utility Service Corporation, a service company in the Associated Gas and Electric Corporation system, for the total consideration of One Dollar (\$1). This acquisition is stated to be pursuant to the terms of an agreement between The Railway and Bus Associates and George E. Schreiber, et al., by the terms of which The Railway and Bus Associates, on January 29, 1942, sold and delivered all the common stock totaling 450 shares of Triple Cities Traction Corporation to the said George E. Schreiber, et al., receiving as consideration therefor the sum of \$276,000. The agreement also provided that the purchasers of the stock of Triple Cities Traction Corporation are to cause the Triple Cities Traction Corporation to transfer its 800 shares of common stock of Atlantic Utility Service Corporation to The Railway and Bus Associates for the consideration of \$1. The proposed transaction is for the purpose of effectuating the terms of the agreement.

By the Commission.

ORVAL L. DuBOIS,  
Secretary.

[F. R. Doc. 42-11778; Filed, November 11, 1942;  
11:40 a. m.]

[File No. 70-418]

#### UNITED PUBLIC SERVICE CORPORATION

##### NOTICE REGARDING FILING

At a regular session of the Securities and Exchange Commission held at its office in the City of Philadelphia, Pa., on the 9th day of November, A. D. 1942.

Notice is hereby given that a supplemental application or declaration (or both) has been filed with this Commission pursuant to the Public Utility Holding Company Act of 1935 by United Public Service Corporation; and

Notice is further given that any interested person may, not later than November 23, 1942 at 5:30 p. m., E. W. T., request the Commission in writing that a hearing be held on such matter, stating the reasons for such request and the nature of his interest, or may request that he be notified if the Commission should order a hearing thereon. At any time thereafter such supplemental declaration or application, as filed or as amended, may become effective or may be granted by order of the Commission or the Commission may exempt such transaction as provided in Rules U-20 (a) and U-100 of the Rules and Regulations promulgated pursuant to said Act. Any such request should be addressed: Secretary, Securities and Exchange Commission, Philadelphia, Pennsylvania.

All interested persons are referred to said supplemental declaration or application, which is on file in the office of said Commission, for a statement of the transactions therein proposed, which are summarized below:



United Public Service Corporation proposes to sell to Atlantic Company 217,917 shares of Capital Stock, par value \$1 per share, of Southern United Ice Company, and a 4% Income Note of such company dated October 1, 1935, due October 1, 1951, in the principal amount of \$432,800, of which \$388,840.88 principal amount is unpaid, for the sum of \$91,800 in cash.

United Public Service Corporation proposes to distribute the proceeds of such sale to its stockholders according to their respective rights as a partial liquidating dividend when and as declared by its Board of Directors pursuant to the authority granted by its stockholders at a meeting held on December 29, 1941. United Public Service Corpo-

ration has outstanding 305,994 shares of common stock of a par value of 25¢ per share.

By the Commission.

[SEAL]

ORVAL L. DuBOIS,  
Secretary.

[F. R. Doc. 42-11781; Filed, November 11, 1942;  
11:40 a. m.]